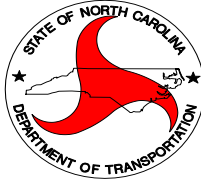


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION ONE     BRIDGE MAINTENANCE

# CONTRACT PROPOSAL

COUNTY: HYDE

CONTRACT#: DA00114

WBS #: 1C.048059

**DESCRIPTION: REPLACEMENT OF BRIDGE #44 ON SR 1147  
(SANDY POINT ROAD) OVER ALLISON CREEK**

**DATE: AUGUST 18, 2011     BID OPENING: SEPTEMBER 13, 2011**

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE NC LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**RETURN BIDS TO:     NC DEPARTMENT OF TRANSPORTATION  
                                 Barry Hobbs  
                                 Division Project Manager  
                                 North Carolina Department of Transportation  
                                 113 Airport Drive Suite 100  
                                 Edenton , NC 27932**

**TABLE OF CONTENTS**

COVER SHEET	PAGE NO.
TABLE OF CONTENTS	ii
PREPARATION AND SUBMISSION OF BIDS	iii
STANDARD PROVISIONS	4
PROJECT SPECIAL PROVISIONS	12
STRUCTURE PROVISIONS	68
MBE & WBE LISTING	92
EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION	93
BID FORM	102
BRIDGE LOCATION MAP	104
GEOTECHNICAL (ATTACHMENT A)	107
PERMIT (ATTACHMENT B)	114
PLANS (ATTACHMENT C)	165

## **INSTRUCTIONS TO BIDDERS**

### **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **\*\*\*Unit prices must be limited to TWO decimal places.\*\*\***
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIV. ONE OFFICE, 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON, TUESDAY, SEPTEMBER 13, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:  
**"QUOTATION FOR DA00114 - REPLACEMENT OF BRIDGE #44 ON SR 1147 OVER ALLISON CREEK, IN HYDE COUNTY TO BE OPENED AT 2:00 P.M. ON TUESDAY, SEPTEMBER 13, 2011."**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

#### **N. C. DEPARTMENT OF TRANSPORTATION**

**Attn: Barry Hobbs, PE  
113 Airport Drive, Suite 100  
Edenton, NC 27932**

#### **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2006. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

# STANDARD PROVISIONS

## GENERAL

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

## PURCHASE ORDER CONTRACT PREQUALIFICATION

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website: <http://www.ncdot.org/business/howtogetstarted/>

## BIDS

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1.2 million, the bid will not be considered for award.

## AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

## **CONTRACT PAYMENT AND PERFORMANCE BOND**

REVISED 8/24/10

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

## **EXTENSION OF CONTRACT TIME**

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

## **DEFAULT OF CONTRACT**

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

Only contractors certified to meet SSPC QP-2, Category A, and have successfully completed lead paint removal on similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.<sup>16</sup>

## **NOTIFICATION OF OPERATIONS**

The Contractor shall notify the Engineer Ten (10) working days in advance of beginning work on this project.

## **TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division One, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

## **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

## **BANKRUPTCY**

The Department of Transportation, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

## **PARTIAL PAYMENT**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Disadvantage Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

## **PROMPT PAYMENT (SUBCONTRACTORS)**

### Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

## AWARD OF CONTRACT

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

## LIABILITY INSURANCE

(11-18-08)

SP1 G80

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: “This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent’s acts or omissions arising out of and in the course of operations performed for the additional insured.”

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker’s compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

## SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

### **POSTED WEIGHT LIMITS**

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

### **INSPECTION**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

### **MATERIALS AND TESTING**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material
8. Quarry or plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.



## **EROSION CONTROL**

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Division 16 of the Standard Specifications, and in locations directed by the Engineer or his representative.

## **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

The Contractor will not be responsible for the adjustment of any conflicting utilities at the bridge site prior to the date of availability.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and

## **PLAN, DETAIL AND QUANTITY ADJUSTMENTS**

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

## **COOPERATION BETWEEN CONTRACTORS**

In accordance with Section 105-7 of the Standard Specifications, the Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.

When a project is let under more than one contract and the plans and/or special provisions include a construction schedule, it shall be the responsibility of the Contractors to complete the various phases of the project in accordance with the time limits specified such that the total contracts will be completed by the completion date.

This construction schedule will remain in effect until such time as the Contractors at their option submit to the engineer a joint construction schedule meeting the approval of the Engineer. This joint construction schedule shall be signed by authorized representatives of each firm and upon the approval of the Engineer shall be binding on each Contractor and made a part of the contract documents. Subsequent modifications to the joint construction schedule may be made during the course of the work in the same manner.

Failure of the Contractor(s) to complete the various phases of work within the time limits set forth in the construction schedule or latest approved joint construction schedule shall be just cause for removing the Contractor(s) from the Department's list of qualified bidders. A Contractor disqualified from bidding by reason of this provision will not be reinstated until such time as his progress is in accordance with the latest approved construction schedule or until the project is completed and accepted, whichever occurs first.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another.

The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

### **APPROVAL OF PERSONNEL**

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

### **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

## SAFETY VESTS

**All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.**

## ACT OF GOD

Revise the *2006 Standard Specifications* as follows:

**Page 1-69, 107-18 Contractor's Responsibility for Work**, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

## LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

**Page 1-60, 107-2 Assignment of Claims Void**, replace the reference from *G.S. 143-3.3* to *G.S. 143B-426.40A*.

**Page 1-69, 107-18 Contractor's Responsibility for Work**, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

## CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/)

# PROJECT SPECIAL PROVISIONS

## NOTE TO CONTRACTOR

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications.

The Contractor shall be responsible for returning any disturbed areas back to its original condition. This work may include, but will not be limited to, grading, seeding and mulching, etc. All materials and labor necessary to perform the above mentioned work will be considered incidental to the various contract items and no direct payment will be made for these activities.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

## PRE-CONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a pre-construction conference will be required prior to beginning work. This conference will be held at a time as requested by the Contractor and agreed upon by the Engineer.

*The Contractor will not be allowed to begin any activities prior to the conference*

## SCOPE OF WORK

### Location and Description of Bridge

Bridge No. 44 Hyde County was built in 1958 and is located on SR 1147 across Allison Creek and is 0.8 miles southwest of SR 1146. The bridge has an overall length of 30 feet and consists of two spans consisting of 8 lines of 6" x 16" timber joists with a timber deck.

### Description of Work

This work shall consist of furnishing and installing a prestressed cored slab bridge; removal of the existing structure; clearing and grubbing; excavation and embankment; installation of guardrail, roadway base course and pavement; construction of substructure and superstructure; grading within limits of the project; placement of rip rap; temporary erosion control; seeding and mulching; drainage; traffic control and all other incidental items necessary to complete the project as specified and shown on the plans.

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Department on an initial one time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the Contractor and shall be in accordance with Section 801 of the 2006 Standard Specifications except that no separate measurement or payment will be made. All costs associated with performing this work will be incidental to the various items in the contract.

Some type walkway will need to be provided to allow access from one side of the road to the other. There is no other means to access the road beyond the bridge site. The access will need to be approved by the Engineer.

## CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract will be **January 3, 2012**.

The completion date for this contract is **the date of acceptance of all erosion control measures in the contract. Liquidated Damages will begin if erosion control items are not accepted within 90 consecutive calendar days following acceptance of roadway and structure items.**

The liquidated damages for this contract will be **One Thousand Dollars (\$1,000.00)** per calendar day. After award of the project, the Contractor shall notify the Engineer of his expected date for beginning work.

## INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

Except for the work required of final establishment of erosion control measures contained in the contract and removal of temporary erosion control measures, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **January 3, 2012**.

The completion date for this intermediate contract time is **the date of acceptance of all roadway and structure items in the contract. Liquidated Damages will begin if roadway and structure items in the contract are not completed by March 2, 2012.**

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$1,000.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except for the final establishment of erosion control measures and removal of temporary erosion control measures. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway and/or bridge caused by operations performed in final establishment of erosion control measures and removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project. Payment for maintenance and removal of temporary erosion control measures is incidental to the various pay items in the contract. No additional compensation will be made for maintenance and removal of temporary erosion control items.

## CONSTRUCTION MORATORIUM

No in-water work shall be allowed from **April 1, 2012** through **September 30, 2012** of any year. For details of this moratorium, refer to PERMITS found elsewhere in this proposal.

## CONSTRUCTION METHODS

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

Wherever reference is made in the Specifications to information shown in the plans, such information will be furnished by the Engineer.

## SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions not relieve him from the responsibility for estimating properly the difficulty of cost of successfully performing the work.

## **CONTROL OF EROSION, SILT AND POLLUTION**

Control of erosion, siltation and pollution shall meet the requirements of section 107-13 of the Standard Specifications for Roads and Structures dated July 2006, and as shown on the plans.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event the erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation.

## **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (PO & MUNICIPALITIES)**

(10-16-07) (12-21-10)

SP1G68

### **Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

### **Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

### **Definitions**

*Commitment* - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

*Committed MBE/WBE* - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

*Department (DOT)*- North Carolina Department of Transportation (See Municipality)

*Municipality* – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

*Minority Business Enterprise (MBE)* – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Women Business Enterprise (WBE)* – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeror’s commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

## **Contract Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

### **(A) Minority Business Enterprises 4%**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

### **(B) Women Business Enterprises 4%**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

## **Contract Requirement**

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

## **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina’s Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department’s homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

#### **Listing of MBE/WBE Subcontractors in Contract**

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

#### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation of the bidder/offeree's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Engineer no later than 5:00 p.m. of the Sixth (6<sup>th</sup>) calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

#### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually



performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.

- (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.
- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
  - (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
  - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.
  - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
  - (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or

commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **Good Faith Effort for Projects with Goals more than Zero**

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Engineer documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Engineer no later than 5:00 p.m. of the Sixth (6<sup>th</sup>) calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.

- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **MBE/WBE Replacement**

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

#### **(A) Performance Related Replacement**

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

**Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

**Reports**

A Subcontract Approval Form shall be submitted for all work which is to be performed by a MBE/WBE subcontractor, both committed and non-committed subcontractors. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 (Thirty) calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

**Commitment**

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

**Reporting MBE/WBE Participation**

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor).

This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the Engineer.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

#### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

### **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$1,000.00 (One Thousand Dollars)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**PROGRESS SCHEDULE**

(12-18-07)

SP1 G70

Revise the 2006 *Specifications* as follows:

**Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:**

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval.

If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.
- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts
- Bridges (including removal)
- Signals, ITS, and lighting
- Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

- Start of construction
- Intermediate completion dates or times
- Seasonal limitation/observation periods/moratoriums
- Traffic shifts
- Beginning and end of each traffic control phase or work area
- Road openings
- Completion date

**WORK ZONE TRAFFIC CONTROL**

(8-16-11)

SP11 R20

**Revise the 2006 Standard Specifications as follows:****Page 11-3, Article 1101-12 Traffic Control Supervision**, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

**Page 11-13, Article 1150-3 Construction Methods**, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

**TRAFFIC CONTROL (LUMP SUM)**

The Contractor will be required to give the Engineer a minimum of twenty-one (21) days written notice before starting work.

The Contractor will be responsible for furnishing, installing, and maintaining all stationary work zone signing, temporary signals, temporary work zone signing, temporary concrete barrier, drums, cones, and flaggers which will be required to maintain traffic at all times during the life of the project.

All materials used for traffic control shall meet the applicable requirements for Division 10 of the July 2006 Standard Specifications for Roads and Structures.

Temporary signals, stationary work zone signing, temporary work zone signing, flaggers, drums, cones, and temporary concrete barrier shall be placed in accordance with the Manual on Uniform Traffic Control Devices.

The lump sum price bid for traffic control shall include but not be limited to providing Temporary Signals. Signs (portable, stationary, detour, or barricade), Truck Mounted Impact Attenuators (TMIA), Changeable Message Signs (CMS), Flashing Arrow Panel (FAP), Pilot Vehicle, Flaggers, Cones and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Generic Traffic Control Item (Traffic Control)	Lump Sum

**WORK ZONE SIGNING**

(10-21-08)

RWZ-3

**Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Furnish, install, and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

**Construction Methods****(A) General**

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

**(B) Advance Warning Work Zone Signs**

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

**I Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

**75 General Work Zone Warning Signs**

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

**Measurement and Payment**

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.



**CHANNELIZING DEVICES (Drums)**

7-20-10

R10 R60

Revise the *2006 Standard Specifications* as follows:

**Page 10-236, Subarticle 1089-5(A) Drums (1) General**, replace the paragraph with the following:

(1) General

Provide drums composed of a body, alternating orange and white 4 band pattern of Type III-High Intensity Microprismatic Sheeting and ballasts that have been evaluated by NTPEP.

The following guidelines will be used during the transition from drums with the standard 5 band engineer's grade sheeting to the new 4 band configuration.

(a) All **new** drums purchased **after July 20, 2010** shall have the new sheeting and 4 band configuration.

(b) Existing 5 band drums with engineer's grade sheeting (both new and used devices in existing inventories) will be allowed for use on all on-going construction projects until project completion and will also be allowed for use on other projects until a sunset date has been established.

(c) Intermixing of "old drums" and "new drums" on the same project is acceptable during the transition.

(d) 4 band drums with engineer's grade sheeting will not be allowed at anytime.

**Page 10-236, Subarticle 1089-5(A) Drums (3) Retroreflective Stripes**, replace the paragraph with the following:

(3) Retroreflective Bands

Provide a minimum of 4 retroreflective bands- 2 orange and 2 white alternating horizontal circumferential bands. The top band shall always be orange. Use a 6" to 8" wide band Type III-High Intensity Microprismatic Retroreflective Sheeting or better that meets the requirement of Section 1093 for each band. Do not exceed 2" for any non-reflective spaces between orange and white stripes. Do not splice the retroreflective sheeting to create the 6-inch band. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting. Do not place bands over any protruding corrugations areas. No damage to the reflective sheeting should result from stacking and unstacking the drums, or vehicle impact.

**Page 10-237, Subarticle 1089-5 (B) Skinny-Drums (1) General**, replace the paragraph with the following:

(1) General

All existing skinny-drums that do not have Type III-High Intensity Microprismatic Sheeting as a minimum will have the same transition requirements as drums as stated above. All **new** skinny-drums purchased **after July 20, 2010** shall have Type III-High Intensity Microprismatic Sheeting as the minimum. Type IV and higher grade sheeting is acceptable for use on both new and used devices.

Provide skinny-drums composed of a body, reflective bands, and ballasts that have been evaluated by NTPEP.

**Page 10-237, Subarticle 1089-5 (B) Skinny Drums (3) Retroreflective Stripes**, replace the paragraph with the following:

(3) Retroreflective Bands

Provide a minimum of 4 retroreflective bands- 2 orange and 2 white alternating horizontal circumferential bands for each skinny-drum. The top band shall always be orange. Use a 6" to 8" wide band Type III-High Intensity Microprismatic Retroreflective Sheeting or better that meets the requirement of Section 1093 for each band. Do not exceed 2" for any non-reflective spaces between orange and white stripes. Do not splice the retroreflective sheeting to create the 6-inch band. Apply the retroreflective sheeting directly to the skinny-drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting. Do not place bands over any protruding corrugations areas. No damage to the reflective sheeting should result from stacking and unstacking the skinny-drums, or vehicle impact.

## CHANGEABLE MESSAGE SIGNS

(11-21-06)

R11 R11

Revise the *2006 Standard Specifications* as follows:

**Page 11-9, Article 1120-3**, Replace the 3rd sentence with the following:

Sign operator will adjust flash rate so that no more than two messages will be displayed and be legible to a driver when approaching the sign at the posted speed.

## DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

## MAINTENANCE OF THE PROJECT

(11-20-07)

SP1G125

Revise the *2006 Standard Specifications* as follows:

**Page 1-40, Article 104-10 Maintenance of the Project** is amended as follows:

Add the following after the first sentence of the first paragraph.

All guardrail/guiderail within the project limits shall be included in this maintenance.

Add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-41, Article 104-10 Maintenance of the Project** is amended to replace the last sentence of the second paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

## OUTSOURCING OUTSIDE THE USA

(9-21-04)

RG 150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**FINE GRADING SUBGRADE, SHOULDERS AND DITCHES**

(7-21-09)

SP5R01

Revise the *Standard Specifications* as follows:

**Page 5-1, Article 500-1 Description**, replace the first sentence with the following:

Perform the work covered by this section including but not limited to preparing, grading, shaping, manipulating moisture content, and compacting either an unstabilized or stabilized roadbed to a condition suitable for placement of base course, pavement, and shoulders.

**SHOULDER AND FILL SLOPE MATERIAL**

(5-21-02)

SP2 R45 A

**Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the *2006 Standard Specifications* except as follows:

Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from within the project limits or approved borrow source.

**Measurement and Payment**

No direct payment will be made for this work, as the cost of this work will be considered to be a part of the work being paid for at the contract lump sum price for "*Excavation and Embankment*".

**EXCAVATION, TRENCHING, PIPE LAYING, & BACKFILLING FOR UTILITIES**

(2-17-09)

SP15 R01

Revise the *2006 Standard Specifications* as follows:

**Page 15-5, Article 1505-4 Repair of Pavements, Sidewalks and Driveways, first paragraph, add at the end of the first sentence**

in accordance with Section 848.

**Page 15-6, Article 1505-6 Measurement and Payment,**

**Second paragraph,**

**Delete (5) *Repair of Sidewalks and Driveways* in its entirety.**

**Add as the eighth paragraph:**

\_\_\_" *Concrete Sidewalk* and \_\_\_" *Concrete Driveways* will be measured and paid for in accordance with Article 848-4.

**PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction)**

2-20-07

SP10 R16

Revise the 2006 *Standard Specifications* as follows:

Article 1024-1(A), replace the 2nd paragraph with the following:

Certain combinations of cement and aggregate exhibit an adverse alkali-silica reaction. The alkalinity of any cement, expressed as sodium-oxide equivalent, shall not exceed 1.0 percent. For mix designs that contain non-reactive aggregates and cement with an alkali content less than 0.6%, straight cement or a combination of cement and fly ash, cement and ground granulated blast furnace slag or cement and microsilica may be used. The pozzolan quantity shall not exceed the amount shown in Table 1024-1. For mixes that contain cement with an alkali content between 0.6% and 1.0%, and for mixes that contain a reactive aggregate documented by the Department, regardless of the alkali content of the cement, use a pozzolan in the amount shown in Table 1024-1.

Obtain the list of reactive aggregates documented by the Department  
at: <http://www.ncdot.org/doh/operations/materials/pdf/quarryasrprob.pdf>

<b>Table 1024-1</b>	
<b>Pozzolans for Use in Portland Cement Concrete</b>	
<i>Pozzolan</i>	<i>Rate</i>
Class F Fly Ash	20% by weight of required cement content, with 1.2 lbs Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content, with 1 lb microsilica per lb of cement replaced

**WATER FOR CONCRETE**

(10-19-10)

SP10 R17

Revise the *Standard Specifications for Roads and Structures* as follows:

**Page 10-63, Article 1024-4**, replace article with the following:

**1024-4 WATER**

Ensure that water used to condition, wash, or as an integral part of materials is clear and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substance. It shall not be salty or brackish. Water used in the production of concrete or grout shall be from wells or public water systems which are suitable for drinking and must meet the criteria listed in Table 1024-1.

Test all water from wells and public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, and Washington unless the Engineer waives the testing requirements. Water from a municipal water supply in all other NC counties may be accepted by the Engineer without testing.

**TABLE 1024-1  
ACCEPTANCE CRITERIA FOR WATER  
USED IN THE PRODUCTION OF CONCRETE**

<b>Requirement</b>	<b>Limit</b>	<b>Test Method</b>
Compressive Strength, minimum percent of control at 3 and 7 days	90 percent	NCDOT Modified / AASHTO T106
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	NCDOT Modified / AASHTO T131
pH	4.5 to 8.5	NCDOT Modified / AASHTO T26
Chloride Ion Content, Max.	250 ppm	ASTM D512
Total Solids Content (Residue), Max.	1000 ppm	NCDOT Modified / Standard Methods for Examination of Water and Wastewater
Resistivity, Min.	0.500 kohm-cm	NCDOT Modified / ASTM D1125
Sulfate as SO <sub>4</sub> , Max.	1500 ppm	NCDOT Modified / ASTM D516
Presence of Sugar	None	NCDOT Procedure
Dissolved Organic Matter	None	NCDOT Modified / AASHTO T26

**Page 10-65, Article 1026-4**, replace article with the following:

#### **1026-4 WATER**

All water used for curing concrete shall meet the requirements of Article 1024-4 and Table 1024-1. Water from wells, streams, ponds, or public water systems may be used.

## **ENGINEERING FABRICS**

(7-18-06) (Rev 10-19-10)

SP10 R40

Revise the *Standard Specifications* as follows:

**Page 10-99, Delete Section 1056 ENGINEERING FABRICS** and replace it with the following:

### **SECTION 1056 ENGINEERING FABRICS**

#### **1056-1 General**

Use engineering fabrics that meet the requirements of Article 4.1 of AASHTO M288 and have been evaluated by National Transportation Product Evaluation Program (NTPEP). When required, sew fabrics together in accordance with Article X1.1.4 of AASHTO M288. Provide sewn seams with seam strengths meeting the required strengths for the engineering fabric type and class specified.

Load, transport, unload and store fabrics such that they are kept clean and free of damage. Label, ship and store fabrics in accordance with Section 7 of AASHTO M288. Fabrics with defects, flaws, deterioration or damage will be rejected. Do not unwrap fabrics until just before installation. With the exception of fabrics for temporary silt fences and mechanically stabilized earth (MSE) wall faces, do not leave fabrics exposed for more than 7 days before covering fabrics with material.

When required, use pins a minimum of 3/16" in diameter and 18" long with a point at one end and a head at the other end that will retain a steel washer with a minimum outside diameter of 1.5". When wire staples are required, provide staples in accordance with Subarticle 1060-8(D) of the *Standard Specifications*.

**1056-2 Fabric Properties**

Provide Type 1 Certified Mill Test Report, Type 2 Typical Certified Mill Test Report or Type 4 Certified Test Report in accordance with Article 106-3 of the *Standard Specifications*. Furnish certifications with minimum average roll values (MARV) as defined by ASTM D4439 for all fabric properties with the exception of elongation. For testing fabrics, a lot is defined as a single day's production.

Provide engineering fabric types and classes in accordance with the contract. Machine direction (MD) and cross-machine direction (CD) are as defined by ASTM D4439. Use woven or nonwoven fabrics with properties meeting the requirements of Table 1056-1.

<b>TABLE 1056-1 FABRIC PROPERTY REQUIREMENTS</b>						
<b>Property</b>	<b>ASTM Test Method</b>	<b>Requirements (MARV<sup>1</sup>)</b>				
		<b>Type 1</b>	<b>Type 2</b>	<b>Type 3<sup>2</sup></b>	<b>Type 4</b>	<b>Type 5<sup>3</sup></b>
<i>Typical Application</i>		<i>Shoulder Drains</i>	<i>Under Riprap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary MSE Walls</i>
Elongation (MD & CD)	D4632	≥ 50 %	≥ 50 %	≤ 25 %	< 50 %	< 50 %
Grab Strength (MD & CD)	D4632	90 lbs	205 lbs	100 lbs	180 lbs	---
Tear Strength (MD & CD)	D4533	40 lbs	80 lbs	---	70 lbs	---
Puncture Strength	D6241	220 lbs	440 lbs	---	370 lbs	---
Wide Width Tensile Strength @ Ultimate (MD & CD)	D4595	---	---	---	---	2400 lbs/ft (unless required otherwise in the contract)
Permittivity	D4491	0.20 sec <sup>-1</sup>	0.20 sec <sup>-1</sup>	0.05 sec <sup>-1</sup>	0.05 sec <sup>-1</sup>	0.20 sec <sup>-1</sup>
Apparent Opening Size <sup>4</sup>	D4751	#60	#60	#30	#40	#30
Ultraviolet Stability (retained strength) <sup>5</sup>	D4355	50 %	50 %	70 %	50 %	50%
<sup>1</sup> MARV does not apply to elongation <sup>2</sup> Minimum roll width of 36" required <sup>3</sup> Minimum roll width of 13 ft required <sup>4</sup> US Sieve No. per AASHTO M92 <sup>5</sup> After 500 hours of exposure						

**CONCRETE BRICK AND BLOCK PRODUCTION**

(11-20-01) (Rev. 11-21-06)

R10 R10

Provide concrete brick and block from a producer who uses the current Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the 2006 *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

## TWELVE MONTH GUARANTEE

(7-15-03)

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

## SUBSURFACE INFORMATION

(7-1-95)

SP1 G118

Subsurface information is available on the structure portion of this project only.

## NO MAJOR CONTRACT ITEMS

None of the items included in this contract will be major items.

## SPECIALTY ITEMS

(7-1-95)

SP1 G37

Items listed below will be the specialty items for this contract (See Article 108-6 of the *Standard Specifications*).

Line #	Description
11 - 12	Guardrail
14 - 32	Erosion Control

**PLANT AND PEST QUARANTINES**  
**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

**Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a quarantined county**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

**CLEARING AND GRUBBING – METHOD II**

(9-17-02)

SP2 R01

Clearing and grubbing at the site shall have been performed in accordance with Article 200-3, 200-4 and 200-5 of the Standard Specifications. Perform clearing on this project to the limits established by Method "II" shown on Standard No. 200.02 of the *Roadway Standard Drawings*.

Payment for "Clearing and Grubbing" will be included at the lump sum bid price For "Excavation and Embankment". This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.



**EMBANKMENTS**

(5-16-06) (Rev 10-19-10)

SP2 R18

Revise the *Standard Specifications* as follows:

**Page 2-22, Article 235-3 MATERIALS**, amend as follows:

Add the following as the second sentence of the first paragraph:

Do not use material meeting the requirements of AASHTO M145 for soil classification A-2-5 and A-5 with a plasticity index (PI) of less than 8 within 12" of the subgrade.

Add the following as the second sentence of the second paragraph:

Aerate and dry material containing moisture content in excess of what is required to achieve embankment stability and specified density.

**Page 2-22, Subarticle 235-4(B) Embankment Formation**, add the following:

- (16) Do not place rock or broken pavement in embankment areas where piles or drilled shaft foundations are to be constructed. This shall include but not be limited to piles and foundations for structures, metal signal poles, overhead sign structures, and high mount lighting.

**EXCAVATION AND EMBANKMENT****Description:**

Furnish all labor, equipment, materials, and incidentals necessary to complete applicable items of work defined in Division 2, Division 5, Section 410, Section 412, Section 414, and Section 416 of the July 2006 Standard Specifications for Roads and Structures.

**Materials:**

All material shall conform to the Specifications or any applicable contract special provision.

**Construction Methods:**

All work shall be performed in accordance with the Specifications or any applicable contract special provision.

**Basis of Payment**

All work covered by this section will be paid for at the contract lump sum price for "Generic Grading Item (Excavation and Embankment)".

**ASPHALT PAVEMENTS - SUPERPAVE**

(7-18-06)(Rev 8-16-11)

R6 R01

Revise the *2006 Standard Specifications* as follows:

**Page 6-2, Article 600-9 Measurement and Payment**, delete the second paragraph.

**Page 6-12, Subarticle 609-5(C)(2), Required Sampling and Testing Frequencies**, first partial paragraph at the top of the page, delete last sentence and replace with the following:

If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

**Page 6-12, Subarticle 609-5(C)(2), Quality Control Minimum Sampling and Testing Schedule**, first paragraph, delete and replace with the following:

Sample and test the completed mixture from each mix design per plant per year at the following minimum frequency during mix production:

**Second paragraph**, delete the fourth sentence and replace with the following:

When daily production of each mix design exceeds 100 tons and a regularly scheduled full test series random sample location for that mix design does not occur during that day's production, perform at least one partial test series consisting of Items A and B in the schedule below.

**Page 6-12, Subarticle 609-5(C)(2)(c) Maximum Specific Gravity, add after (AASHTO T 209):**

or ASTM D2041

**Page 6-13, last line and on page and Page 6-14, Subarticle 609-5(C)(2)(e) Tensile Strength Ratio (TSR), add a heading before the first paragraph as follows:**

(i) Option 1

**Insert the following immediately after the first paragraph:**

(ii) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

**Second paragraph, delete and replace with the following:**

Test all TSR specimens required by either option noted above on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

**Subarticle 609-5(C)(3) Control Charts, delete the second sentence of the first paragraph and replace with the following:**

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples that replace regularly scheduled random samples, on control charts the same day the test results are obtained.

**Page 6-15, Subarticle 609-5(C)(3) Control Charts, first paragraph on this page, delete the last sentence and substitute the following:**

Denote the moving average control limits with a dash green line and the individual test limits with a dash red line.

**Page 6-15, Subarticle 609-5(C)(3)(a), (b) and (c), replace (a) (b) and (c) with the following:**

- (a) A change in the binder percentage, aggregate blend, or  $G_{mm}$  is made on the JMF, or
- (b) When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the moving average limits as outlined in Subarticle 609-5(C)(6), or
- (c) If failure to stop production after two consecutive moving averages exceed the moving average limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

**Page 6-15, Subarticle 609-5(C)(4) Control Limits, replace the first paragraph and the CONTROL LIMITS Table on page 6-16 with the following:**

The following are established as control limits for mix production. Apply the individual limits to the individual test results. Control limits for the moving average limits are based on a moving average of the last 4 data points. Apply all control limits to the applicable target source.

**CONTROL LIMITS**

<b>Mix Control Criteria</b>	<b>Target Source</b>	<b>Moving Average Limit</b>	<b>Individual Limit</b>
2.36 mm Sieve	JMF	±4.0 %	±8.0 %
0.075 mm Sieve	JMF	±1.5 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.7 %
VTM @ N <sub>des</sub>	JMF	±1.0 %	±2.0 %
VMA @ N <sub>des</sub>	Min. Spec. Limit	Min Spec. Limit	-1.0%
P <sub>0.075</sub> / P <sub>be</sub> Ratio	1.0	±0.4	±0.8
% G <sub>mm</sub> @ N <sub>ini</sub>	Max. Spec. Limit	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	- 15%

**Page 6-16, Subarticle 609-5(C)(5) Warning Bands, delete this subarticle in its entirety.**

**Pages 6-16 through 6-19, Subarticle 609-5(C)(6), delete the word "warning" and replace with the words "moving average".**

**Page 6-16, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, first sentence, delete and replace with the following:**

Immediately notify the Engineer when moving averages exceed the moving average limits.

**Page 6-17, Subarticle 609-5(C)(6) Corrective Actions, delete the third full paragraph and replace with the following:**

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back on or within the moving average limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

**Sixth full paragraph, delete the first, second, and third sentence and replace with the following:**

Immediately notify the Engineer when any moving average value exceeds the moving average limit. If two consecutive moving average values for any one of the mix control criteria fall outside the moving average limits, cease production of that mix, immediately notify the Engineer of the stoppage, and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the moving average limits.

**Page 6-18, Subarticle 609-5(C)(6) Corrective Actions, second full paragraph, delete and replace with the following:**

If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the moving average limits, the Contractor may continue production with no reduction in payment.

**Page 6-18, Subarticle 609-5(C)(6) Corrective Actions, delete the third and fourth full paragraphs, including the Table for Payment for Mix Produced in the Warning Bands and substitute the following:**

If the adjustment does not improve the property in question such that the moving average after four additional individual tests is outside the moving average limits, the mix will be evaluated for acceptance in accordance with Article 105-3. Reduced payment for or removal of the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the moving average limits. In addition, any mix that is obviously unacceptable will be rejected for use in the work.

**Page 6-19, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, delete and replace with the following:**

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

**Page 6-20, Subarticle 609-5(D)(1) General, delete the third full paragraph, and replace with the following:**

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without the required density test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

**Page 6-22, Subarticle 609-5(D)(4) Nuclear Gauge Density Procedures, third paragraph, insert the following as the second sentence:**

Determine the Daily Standard Count in the presence of the QA Roadway Technician or QA Nuclear Gauge Technician on days when a control strip is being placed.

**Page 6-23, Subarticle 609-5(D)(5) Limited Production Procedure, delete the first paragraph including (a), (b), (c) and substitute the following:**

Proceed on limited production when, for the same mix type and on the same contract, one of the following conditions occur (except as noted in the first paragraph below).

- (a) Two consecutive failing lots, except on resurfacing\*
- (b) Three consecutive failing lots on resurfacing\*
- (c) Two consecutive failing nuclear control strips.

\* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

**Page 6-25, Article 609-6 QUALITY ASSURANCE, DENSITY QUALITY ASSURANCE, insert the following items after item (E):**

- (F) By retesting Quality Control core samples from control strips (either core or nuclear) at a frequency of 100% of the frequency required of the Contractor;
- (G) By observing the Contractor perform all standard counts of the Quality Control nuclear gauge prior to usage each nuclear density testing day; or
- (H) By any combination of the above.

**Page 6-28, Subarticle 610-3(A) Mix Design-General, delete the fourth and fifth paragraphs and replace with the following:**

Reclaimed Asphalt Pavement (RAP) or Reclaimed Asphalt Shingles (RAS) may be incorporated into asphalt plant mixes in accordance with Article 1012-1 and the following applicable requirements.

Reclaimed asphalt pavement (RAP) may constitute up to 50% of the total material used in recycled mixtures, except for mix Type S 12.5D, Type S 9.5D, and mixtures containing reclaimed asphalt shingle material (RAS). Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture for any mix. When both RAP and RAS are used, do not use a combined percentage of RAS and RAP greater than 20% by weight of total mixture, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20% but not more than 30% of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 30% of the total binder in the completed mix, the Engineer will establish and approve the virgin binder PG grade. Use approved methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type.

For Type S 12.5D and Type S 9.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 20% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, the virgin binder PG grade shall be as specified in Table 610-2A for the specified mix type.

When the percentage of RAP is greater than 20% but not more than 30% of the total mixture, use RAP meeting the requirements for processed or fractionated RAP in accordance with the requirements of Article 1012-1.

When the percentage of RAP is greater than 30% of the total mixture, use an approved stockpile of RAP in accordance with Subarticle 1012-1(C). Use approved test methods to determine if any binder grade adjustments are

necessary to achieve the performance grade for the specified mix type. The Engineer will establish and approve the virgin asphalt binder grade to be used.

**Page 6-34, Subarticle 610-3(C) Job Mix Formula, delete Table 610-2 and associated notes and replace with the following:**

**TABLE 610-2  
SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyration @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N <sub>ini</sub>	N <sub>des</sub>		VMA % Min.	VTM %	VFA Min. - Max.	%G <sub>mm</sub> @ N <sub>ini</sub>
S-4.75A(e)	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
<b>Design Parameter</b>						<b>Design Criteria</b>			
All Mix Types	1. Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>be</sub> )					0.6 – 1.4			
	2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)					85% Min. (d)			

- Notes:
- (a) Based on 20 year design traffic.
  - (b) Volumetric Properties based on specimens compacted to N<sub>des</sub> as modified by the Department.
  - (c) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0B, and Type B 25.0C mixes is 80% minimum.
  - (d) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer.

**Page 6-34, Insert the following immediately after Table 610-2:**

**TABLE 610-2A  
SUPERPAVE MIX DESIGN CRITERIA**

	Percentage of RAP in Mix		
	Category 1	Category 2	Category 3
Mix Type	% RAP ≤ 20%	20.1% ≤ %RAP ≤ 30.0%	%RAP > 30.0%
All A and B Level Mixes, I19.0C, B25.0C	PG 64 -22	PG 64 -22	TBD
S9.5C, S12.5C, I19.0D	PG 70 -22	PG 64-22	TBD
S 9.5D and S12.5D	PG 76-22	N/A	N/A

- Note:
- (1) Category 1 RAP has been processed to a maximum size of 2 inches.
  - (2) Category 2 RAP has been processed to a maximum size of one inch by either crushing and or screening to reduce variability in the gradations.
  - (3) Category 3 RAP has been processed to a maximum size of one inch, fractionating the RAP into 2 or more sized stockpiles

**Page 6-35, Table 610-3 delete and replace with the following:**

**TABLE 610-3  
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS**

<b>Asphalt Concrete Mix Type</b>	<b>Minimum Air Temperature</b>	<b>Minimum Surface Temperature</b>
ACBC, Type B 25.0B, C, B 37.5C	35°F	35°F
ACIC, Type I 19.0B, C, D	35°F	35°F
ACSC, Type S 4.75A, SF 9.5A, S 9.5B	40°F	50°F*
ACSC, Type S 9.5C, S 12.5C	45°F	50°F
ACSC, Type S 9.5D, S 12.5D	50°F	50°F

\* 35°F if surface is soil or aggregate base for secondary road construction.

**Page 6-44, Article 610-8 SPREADING AND FINISHING, third full paragraph, replace the first sentence with the following:**

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski with at least four referencing stations mounted on the paver at a minimum length of 24 feet to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

**Page 6-45, Article 610-8 SPREADING AND FINISHING delete the third paragraph on page 6-45 and replace with the following:**

Use a Material Transfer Vehicle (MTV) when placing all asphalt concrete plant mix pavements which require the use of asphalt binder grade PG 76-22 and for all types of OGAF, unless otherwise approved. Use a MTV for all surface mix regardless of binder grade placed on Interstate and US routes that have four or more lanes and median divided. Where required above, utilize the MTV when placing all full width travel lanes and collector lanes. Use MTV for all ramps, loops, -Y- line travel lanes, full width acceleration and deceleration lanes, and full width turn lanes that are greater than 1,000 feet in length.

**Page 6-50, Article 610-13 DENSITY ACCEPTANCE, delete the second paragraph and replace with the following:**

As an exception, when the first layer of mix is a surface course and is being placed directly on an unprimed aggregate or soil base, the layer will be included in the "Other" construction category.

**Page 6-50, Article 610-13 DENSITY ACCEPTANCE, delete the formula and description in the middle of the page and replace with the following:**

$$\text{Where: } \begin{array}{ll} \text{PF} & = 100 - 10(D)^{1.465} \\ \text{PF} & = \text{Pay Factor (computed to 0.1\%)} \\ \text{D} & = \text{the deficiency of the lot average density,} \\ & \text{not to exceed 2.0\%} \end{array}$$

**Page 6-51, Article 610-15 MEASUREMENT AND PAYMENT, fourth paragraph, delete and replace with the following:**

Furnishing asphalt binder will be paid for as provided in Article 620-4.

**Page 6-53, Article 620-4 MEASUREMENT AND PAYMENT, modify as follows:**

**First Paragraph, delete and replace with the following:**

*Asphalt Binder for Plant Mix and Polymer Modified Asphalt Binder for Plant Mix* will be measured and paid for as the theoretical number of tons required by the applicable job mix formula based on the actual number of tons of plant mix completed and accepted on the job.

**Second paragraph, delete entire paragraph.**

**Sixth paragraph, delete the last sentence.**

**Seventh paragraph, delete the paragraph and replace with the following:**

The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the

adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the job mix formula.

**Delete pay items and add the following pay items:**

Pay Item	Pay Unit
Asphalt Binder for Plant Mix	Ton
Polymer Modified Asphalt Binder for Plant Mix	Ton

**Page 6-59, Article 650-5 CONSTRUCTION REQUIREMENTS delete the second paragraph from the bottom of the page beginning “Use a Material Transfer Vehicle (MTV)...” and replace with the following:**

Use a Material Transfer Vehicle (MTV) when placing all asphalt concrete plant mix pavements which require the use of asphalt binder grade PG 76-22 and for all types of OGAFc, unless otherwise approved. Use a MTV for all surface mix regardless of binder grade placed on Interstate and US routes that have four or more lanes and median divided. Where required above, utilize the MTV when placing all full width travel lanes and collector lanes. Use MTV for all ramps, loops, -Y- line travel lanes, full width acceleration and deceleration lanes, and full width turn lanes that are greater than 1,000 feet in length.

**Page 6-61, Article 650-7 MEASUREMENT AND PAYMENT delete the second paragraph and replace with the following:**

Furnishing asphalt binder for the mix will be paid for as provided in Article 620-4 for *Asphalt Binder for Plant Mix* or *Polymer Modified Asphalt Binder for Plant Mix*. Adjustments in contract unit price due to asphalt binder price fluctuations will be made in accordance with Article 620-4.

**Page 6-64, Article 652-6 MEASUREMENT AND PAYMENT delete the second paragraph and replace with the following:**

*Asphalt Binder for Plant Mix* will be paid for in accordance with Article 620-4.

**Page 6-69, TABLE 660-1 MATERIAL APPLICATION RATES AND TEMPERATURES, add the following:**

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd <sup>2</sup>	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

**Page 6-75, Subarticle 660-9(B) Asphalt Seal Coat, add the following as sub-item (5):**

(5) Sand Seal

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

**Page 6-76, Article 661-1 DESCRIPTION, add the following as the 2nd paragraph:**

Provide and conduct the quality control and required testing for acceptance of the UBWC in accordance with *Quality Management System for Asphalt Pavements (OGAFc, PADL, and Ultra-Thin HMA Version)*, included in the contract.

**Page 6-76, Article 661-2 MATERIALS, add the following after Asphalt Binder, Grade 70-28:**

Item	Section
Asphalt Binder, Grade 76-22	1020
Reclaimed Asphalt Shingles	1012

**Page 6-78, Subarticle 661-2(E), Asphalt Binder For Plant Mix, Grade PG 70-28, rename as POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX and add the following as the first paragraph:**

Use either PG 70-28 or PG 76-22 binder in the mix design. The grade of asphalt binder to be paid for the production of Ultra-thin will be *Polymer Modified Asphalt Binder For Plant Mix*.

**Page 6-79, Subarticle 661-2(G) Composition of Mix, add the following as the third sentence of the first paragraph.**

The percent of asphalt binder contributed from the RAS shall not exceed 20% of the total binder in the completed mix.

**Page 6-80, Article 661-2(G) Composition of Mix, replace Table 661-4 and associated notes with the following:**

TABLE 661-4 – MIXTURE DESIGN CRITERIA Gradation Design Criteria (% Passing by Weight)				
Standard Sieves		1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
ASTM	mm	(% Passing by Weight)		
¾ inch	19.0	100		
½ inch	12.5	85 - 100	100	
3/8 inch	9.5	60 - 80	85 - 100	100
#4	4.75	28 - 38	28 - 44	40 - 55
#8	2.36	19 - 32	17 - 34	22 - 32
#16	1.18	15 - 23	13 - 23	15 - 25
#30	0.600	10 - 18	8 - 18	10 - 18
#50	0.300	8 - 13	6 - 13	8 - 13
#100	0.150	6 - 10	4 - 10	6 - 10
#200	0.075	4.0 - 7.0	3.0 - 7.0	4.0 - 7.0

Mix Design Criteria			
	1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
Asphalt Content, %	4.6 - 5.6	4.6 - 5.8	5.0 - 5.8
Draindown Test, AASHTO T 305	0.1% max.		
Moisture Sensitivity, AASHTO T 283*	80% min.		
Application Rate, lb/ yd <sup>2</sup>	90	70	50
Approximate Application Depth, in.	3/4	5/8	1/2
Asphalt PG Grade, AASHTO M 320	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22

NOTE: \*Specimens for T-283 testing are to be compacted using the SUPERPAVE gyratory compactor. The mixtures shall be compacted using 100 gyrations to achieve specimens approximately 95 mm in height. Use mixture and compaction temperatures recommended by the binder supplier.

**Page 6-80, Subarticle 661-3(A) Equipment, add the following as the first paragraph:**

Use asphalt mixing plants in accordance with Article 610-5 of the *Standard Specifications*.

**Page 6-82, Subarticle 661-3(C), Application of Ultra-thin Bonded Wearing Course, delete the first paragraph and add the following as the first and second paragraphs:**

Use only one asphalt binder PG grade for the entire project, unless the Engineer gives written approval.



Do not place Ultra-thin Bonded Wearing Course between October 31 and April 1, when the pavement surface temperature is less than 50°F or on a wet pavement. In addition, when PG 76-22 binder is used in the JMF, place the wearing course only when the road pavement surface temperature is 60°F or higher and the air temperature in the shade away from artificial heat is 60°F or higher.

**Page 6-83, Article 661-4, MEASUREMENT AND PAYMENT delete third paragraph and replace with the following:**

*Polymer Modified Asphalt Binder For Plant Mix* will be paid for in accordance with Article 620-4. Asphalt binder price adjustments when applicable will be based on Grade PG 64-22, regardless of the grade used.

**Page 10-40, Subarticle 1012-1(A) General, add the following at the end of the last paragraph, last sentence:**

or ultra-thin bonded wearing course.

**Page 10-41, Table 1012-1, delete the entries for OGAFc and add new entries for OGAFc and a row for UBWC with entries:**

Mix Type	Coarse Aggregate Angularity <sup>(b)</sup> ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10
OGAFc	100/100	N/A	N/A	10
UBWC	100/85	40	45	10

**Delete Note (c) under the Table 1012-1 and replace with the following:**

(c) Does not apply to Mix Types SF 9.5A and S 9.5B.

**Page 10-42, Subarticle 1012-1(B)(6) Toughness (Resistance to Abrasion), add as the last sentence:**

The percentage loss for aggregate used in UBWC shall be no more than 35%.

**Page 10-43, Subarticle 1012-1(F) Reclaimed Asphalt Shingle Material (RAS), insert the following immediately following the first paragraph:**

(1) Mix Design RAS

Incorporate RAS from stockpiles that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design.

(2) Mix Production RAS

New Source RAS is defined as acceptable material which was not included in the stockpile when samples were taken for mix design purposes. Process new source RAS so that all materials will pass a 1/2" sieve prior to introduction into the plant mixer unit.

After a stockpile of processed RAS has been sampled and mix designs made from these samples, do not add new source RAS to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAS before blending with the existing stockpile.

Store new source RAS in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAS may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

RAS contamination including but not limited to excessive dirt, debris, clean stone, concrete will not be allowed.

Field approval of new source RAS will be based on the table below and volumetric mix properties on the mix with the new source RAS included. Provided these tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAS may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of the table below, do not use the new source RAS unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

**NEW SOURCE RAS GRADATION and BINDER TOLERANCES**  
(Apply Tolerances to Mix Design Data)

<b>0-6% RAS</b>	
<b>P<sub>b</sub> %</b>	<b>±1.6%</b>
<b>Sieve Size (mm)</b>	<b>Tolerance</b>
9.5	±1
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

**Page 10-43 through 10-45, Subarticle 1012-1(G), delete this subarticle in its entirety and replace with the following:**

**(G) Reclaimed Asphalt Pavement (RAP)**

**(1) Mix Design RAP**

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design. Use reclaimed asphalt pavement that meets all requirements specified for *one of* the following *two* classifications.

**(a) Millings**

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

**(b) Processed RAP**

RAP that is processed in some manner (possibly by crushing and/or use of a blending method) to produce a uniform gradation and binder content in the RAP prior to use in a recycled mix. Process RAP so that all materials have a uniform gradation and binder content and will pass a 1" sieve prior to introduction into the plant mixer unit.

**(c) Fractionated RAP**

Fractionated RAP is defined as having two or more RAP stockpiles, where the RAP is divided into coarse and fine fractions. Grade RAP so that all materials will pass a 1" sieve. The coarse RAP stockpile shall only contain material retained on a 3/8" screen, unless otherwise approved. The fine RAP stockpile shall only contain material passing the 3/8" screen, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8" screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse, fine, or the combination of both. Utilize a separate cold feed bin for each stockpile of fractionated RAP used.

**(d) Approved Stockpiled RAP**

Approved Stockpiled RAP is defined as fractionated RAP which has been isolated and tested for asphalt content, gradation, and asphalt binder characteristics with the intent to be used in mix designs with greater than 30% RAP materials. Fractionate the RAP in accordance with Subarticle 1012-1(G)(1)(c). Utilize a separate cold feed bin for each approved stockpile of RAP used.

Perform extraction tests at a rate of 1 per 1000 tons of RAP, with a minimum of 5 tests per stockpile to determine the asphalt content and gradation. Separate stockpiles of RAP material by fine and coarse fractions. Erect and maintain a sign satisfactory to the Engineer on each stockpile to identify the material. Assure that no deleterious material is allowed in any stockpile. The Engineer may reject by visual inspection any stockpiles that are not kept clean, separated, and free of foreign materials.

Submit requests for RAP stockpile approval to the Engineer with the following information at the time of the request:

- (1) Approximate tons of materials in stockpile
- (2) Name or Identification number for the stockpile
- (3) Asphalt binder content and gradation test results
- (4) Asphalt characteristics of the Stockpile.

For the Stockpiled RAP to be considered for approval, the gradation and asphalt content shall be uniform. Individual test results, when compared to the target, will be accepted if within the tolerances listed below:

**APPROVED STOCKPILED RAP GRADATION and BINDER TOLERANCES**  
(Apply Tolerances to Mix Design Data)

<b>P<sub>b</sub> %</b>	<b>±0.3%</b>
<b>Sieve Size (mm)</b>	<b>Percent Passing</b>
25.0	±5%
19.0	±5%
12.5	±5%
9.5	±5%
4.75	±5%
2.36	±4%
1.18	±4%
0.300	±4%
0.150	±4%
0.075	±1.5%

Note: If more than 20% of the individual sieves are out of the gradation tolerances, or if more than 20% of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile.

Do not add additional material to any approved RAP stockpile, unless otherwise approved by the Engineer.

Maintain at the plant site a record system for all approved RAP stockpiles. Include at a minimum the following: Stockpile identification and a sketch of all stockpile areas at the plant site; all RAP test results (including asphalt content, gradation, and asphalt binder characteristics).

**(2) Mix Production RAP**

During mix production, use RAP that meets the criteria for one of the following categories:

**(a) Mix Design RAP**

RAP contained in the mix design stockpiles as described above may be used in all applicable JMFs. These stockpiles have been pretested; however, they are subject to required QC/QA testing in accordance with Subarticle 609-5(C)(2).

**(b) New Source RAP**

New Source RAP is defined as any acceptable material that was not included in the stockpile or other source when samples were taken for mix design purposes. Process new source RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

After a stockpile of millings, processed RAP, or fractionated RAP has been sampled and mix designs made from these samples, do not add new source RAP to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAP before blending with the existing stockpile.

Store new source RAP in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAP may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

Unprocessed RAP is asphalt material that was not milled and/or has not been processed to obtain a uniform gradation and binder content and is not representative of the RAP used during the applicable mix design. Unprocessed RAP shall not be incorporated into any JMFs prior to processing. Different sources of unprocessed RAP may be stockpiled together provided it is generally free of contamination and will be processed prior to use in a recycled mix. RAP contamination in the form of excessive dirt, debris, clean stone, concrete, etc. will not be

allowed. Incidental amounts of dirt, concrete, and clean stone may be acceptable. Unprocessed RAP may be processed and then classified as a new source RAP as described above.

Field approval of new source RAP will be based on Table 1012-2 below and volumetric mix properties on the mix with the new source RAP included. Provided the Table 1012-2 tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAP may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

<b>TABLE 1012-2</b> <b>NEW SOURCE RAP GRADATION and BINDER TOLERANCES</b> <b>(Apply Tolerances to Mix Design Data)</b>									
Mix Type	0-20% RAP			20 <sup>+</sup> -30 % RAP			30 <sup>+</sup> % RAP		
Sieve (mm)	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P <sub>b</sub> %	± 0.7%			± 0.4%			± 0.3%		
25.0	±10	-	-	±7	-	-	±5	-	-
19.0	±10	±10	-	±7	±7	-	±5	±5	-
12.5	-	±10	±10	-	±7	±7	-	±5	±5
9.5	-	-	±10	-	-	±7	-	-	±5
4.75	±10	-	±10	±7	-	±7	±5	-	±5
2.36	±8	±8	±8	±5	±5	±5	±4	±4	±4
1.18	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.300	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.150	-	-	±8	-	-	±5	-	-	±4
0.075	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

## ASPHALT PAVEMENTS - WARM MIX ASPHALT SUPERPAVE

(5-19-09) (Rev 2-15-11)

SP6 R02A

Warm Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed.

Notify the Engineer at least 2 weeks before producing the WMA so the Engineer can arrange a pre-pave meeting. Discuss special testing requirements necessary for WMA at the pre-pave meeting. Include at the pre-pave meeting the Contractor's QC manager, Paving Superintendent, and manufacturer's representative for the WMA technology, the Department's Roadway Construction Engineer, Resident Engineer, State Pavement Construction Engineer, and Quality Assurance Supervisor.

Require a manufacturer's representative for the WMA technology used to be present on site at the plant during the initial production and on the roadway during the laydown of the warm mix asphalt.

The requirement for the manufacturer's representative to be present at the pre-pave meeting and on-site at the plant may be waived by the Engineer based on previous work experience with the specific WMA technology used.

If the use of WMA is suspended during production, and the Contractor begins using Hot Mix Asphalt (HMA), then the Contractor shall be required to use HMA for the remainder of the specific route or map unless otherwise approved by the Engineer.

Revise the 2006 *Standard Specifications* as follows:

**Page 6-8, Article 609-1 Description, insert the following as the second paragraph:**

Warm Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed. Use WMA at the Contractor's option when shown in the contract.

**Page 6-9, Article 609-4 Field Verification of Mixture and Job Mix Formula Adjustments, second paragraph, insert the following immediately after the first sentence:**

When producing a WMA, perform field verification testing including Tensile Strength Ratio (TSR) testing in accordance with AASHTO T 283 as modified by the Department.

**Third paragraph, delete the third sentence and replace with the following:**

Verification is satisfactory for HMA when all volumetric properties except  $\%G_{mm}@N_{ini}$  are within the applicable mix design criteria and the gradation, binder content, and  $\%G_{mm}@N_{ini}$  are within the individual limits for the mix type being produced. Verification is satisfactory for WMA when all volumetric properties except  $\%G_{mm}@N_{ini}$  are within the applicable mix design criteria, the TSR meets the design criteria, and the gradation, binder content, and  $\%G_{mm}@N_{ini}$  are within the individual limits for the mix type being produced.

**Page 6-12, Subarticle 609-5(C)(2)(d) Bulk Specific Gravity of Compacted Specimens, add after (AASHTO T 312):**

When producing WMA, gyrate specimens to specified  $N_{des}$  compaction effort without reheating mix other than to desired compaction temperature. Record time needed to reheat samples (if any).

**Page 6-14, Subarticle 609-5(C)(2)(e) Tensile Strength Ratio, insert the following immediately after the third paragraph:**

When producing WMA, perform TSR testing:

- (i.) Prior to initial production for each JMF and
- (ii.) Every 15,000 tons.

After three (3) consecutive passing TSR tests for a specific JMF, a request may be submitted to the State Asphalt Design Engineer to revert to the *Hot-Mix Asphalt QMS Manual* procedures for TSR testing on that JMF. This request shall be submitted in writing and shall include all test result data (Material and Tests Unit Form 612s) performed on the specific JMF.

**Page 6-27, Article 610-1 Description, insert the following as the third paragraph:**

Warm Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed. Use WMA at the Contractor's option when shown in the contract.

**Page 6-27, Article 610-2 Materials, insert the following at the end of this Article:**

Use only WMA technologies on the allowable routes listed on the Department's approved list maintained by the Materials and Tests Unit. The Department's approved list can be found at the following website:

<http://www.ncdot.org/doh/operations/materials/pdf/wma.pdf>.

**Page 6-31, Subarticle 610-3(B) Mix Design-Criteria, add the following as the fifth paragraph:**

When WMA is used, submit the mix design without including the WMA additive.

**Page 6-32, Subarticle 610-3(C) Job Mix Formula, add the following as the second paragraph:**

When WMA is used, document the technology used, the recommended dosage rate, and the requested plant mix temperature on the JMF submittal. Verify the JMF based on plant produced mixture from the field verification test.

**Immediately following PG 76-22 335°F, add the following paragraph:**

When WMA is used, produce an asphalt mixture within the temperature range of 225°F to 275°F.

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES**

(11-21-00) (Rev 7-19-11)

R6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0__	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0__	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5__	6.0%
Asphalt Concrete Surface Course	Type S 12.5__	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2006 Standard Specifications*.

**ASPHALT PAVER**

The Contractor's attention is directed to Article 610-8 of the Standard Specifications dealing with automatically controlled screeds on the asphalt pavement spreaders.

**FUEL PRICE ADJUSTMENT**

(11-15-05) (Rev 1-20-09)

SP1 G43

Revise the *2006 Standard Specifications* as follows:

**Page 1-93 Subarticle 109-8, add the following:**

The base index price for **DIESEL #2 FUEL** is \$ **3.2724** per gallon.

Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ In. Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____ In. Pavement	Gal/SY	0.245

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX**

(11-21-00)

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$592.14** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **August 1, 2011**.

**ASPHALT CONCRETE SURFACE COURSE COMPACTION**

Compact the asphalt surface course on this project in accordance with Subarticle 610-9 of the *Standard Specifications* and the following provision:

Perform the first rolling with a steel wheel roller followed by rolling with a self-propelled pneumatic tired roller with the final rolling by a steel wheel roller.

**AGGREGATE PRODUCTION**

(11-20-01)

SP10 R05

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

**INCIDENTAL STONE BASE**

(7-1-95) (Rev.7-18-06)

R5 R28

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**Materials and Construction**

Provide and place incidental stone base in accordance with the requirements of Section 545 of the *2006 Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid for in accordance with Article 545-6 of the *2006 Standard Specifications*.

**AGGREGATE BASE COURSE**

12-19-06

SP5 R03

Revise the *2006 Standard Specifications* as follows:

Page 5-11, Article 520-5 Hauling and Placing Aggregate Base Material, 6th paragraph, replace the first sentence with the following:

Base course that is in place on November 15 shall have been covered with a subsequent layer of pavement structure or with a sand seal. Base course that has been placed between November 16 and March 15 inclusive shall be covered within 7 calendar days with a subsequent layer of pavement structure or with a sand seal.

## TRENCHING FOR BASE COURSE

(7-1-95)

R6 R79

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer.

Perform the trenching for the base course on the same day that the base course is to be placed. If the base course cannot be placed on the same day the trench section is excavated, backfill the trench with earth material and compact it to the satisfaction of the Engineer. Once the trench is open, perform backfilling and re-opening of the trench at no cost to the Department.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.

Density tests may be taken every 2000 feet in the widened areas as directed by the Engineer. Shape and compact the subgrade in the widened areas to the satisfaction of the Engineer. Compact the asphalt concrete base course in the widened areas in accordance with the provisions of Article 610-9 of the *2006 Standard Specifications*.

Place the excavated material from trenching operation on the adjacent shoulder area as directed by the Engineer. Cut adequate weep holes in the excavated material to provide for adequate drainage as directed by the Engineer. Remove all excavated material from all drives to provide ingress and egress to abutting properties and from in front of mailboxes and paper boxes. Saw a neat edge and remove all asphalt and/or concrete driveways, and existing asphalt widening, as directed by the Engineer, to the width of the widening and dispose of any excavated concrete or asphalt materials. Properly reconnect driveways.

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Properly dispose of any excess material remaining after this operation.

No direct payment will be made for trenching, sawing, and removal of driveways, depositing material on shoulder area, backfilling trench, or removal of spoil material, as the cost of this work shall be included in the contract unit price per ton for *Asphalt Concrete Base Course, Type B 25.0B*.

## EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

(1-16-07) (Rev 11-16-10)

SP1 G180

### General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

- (A) *Certified Supervisor* – Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.



- (D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* – The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** – Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
    - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
    - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
    - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
    - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
    - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
    - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
  - (2) **Requirements set forth under the NPDES Permit** – The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
    - (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
    - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal*

*Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.

- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program – Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* – At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

- (C) *Certified Installers* – Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
  - (2) Temporary Seeding
  - (3) Temporary Mulching
  - (4) Sodding
  - (5) Silt fence or other perimeter erosion/sediment control device installations
  - (6) Erosion control blanket installation
  - (7) Hydraulic tackifier installation
  - (8) Turbidity curtain installation
  - (9) Rock ditch check/sediment dam installation
  - (10) Ditch liner/matting installation
  - (11) Inlet protection
  - (12) Riprap placement
  - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
  - (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* – Include the certification number of the Level III-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

### **Preconstruction Meeting**

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

### **Ethical Responsibility**

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

### **Revocation or Suspension of Certification**

Upon recommendation of the Chief Engineer – Operations to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer – Operations  
1537 Mail Service Center  
Raleigh, NC 27699-1537

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

**Measurement and Payment:** *Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer* will be incidental to the project for which no direct compensation will be made.

## **EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION**

(11-16-10)

SP16 R02

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 14 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.

## BORROW EXCAVATION AND SHPO DOCUMENTATION FOR BORROW/WASTE SITES

(12-18-07) (4-15-08)

SP8 R02

Revise the 2006 *Standard Specifications* as follows:

### Division 2 Earthwork

**Page 2-16, Subarticle 230-1(D)**, add the words: *The Contractor specifically waives* as the first words of the sentence.

**Page 2-17, Article 230-4(B) Contractor Furnished Sources, first paragraph, first sentence replace with the following:**

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places.

### Division 8 Incidentals

**Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:**

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

**Page 8-10, Article 802-2, General Requirements, 4th paragraph, add the following as the 2nd sentence:**

The Department's borrow and waste site reclamation procedures for contracted projects is available on the NCDOT website and shall be used for all borrow and waste sites on this project.

## PROCEDURE FOR MONITORING BORROW PIT DISCHARGE

2-20-07

SP 1G 181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and

represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superceding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at <http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

## **GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2**

(10-21-08) (Rev 8-16-11)

R8 R64

### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2006 Standard Specifications*, and at locations shown in the plans.

### **Materials**

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) manufactured by:

Trinity Industries, Inc.  
2525 N. Stemmons Freeway  
Dallas, Texas 75207  
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.  
3616 Old Howard County Airport  
Big Spring, Texas 79720  
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 2 in accordance with Section 106-2 of the *2006 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the *2006 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

### **Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the *2006 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

### **Measurement and Payment**

Measurement and payment will be made in accordance with Articles 862-6 of the *2006 Standard Specifications*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Guardrail Anchor Units, Type 350 TL-2	Each

## **GALVANIZED HIGH STRENGTH BOLTS, NUTS AND WASHERS:**

(2-17-09)

SP10 R02

Revise the *Standard Specifications* as follows:

**Page 10-126, Subarticle 1072-7(F)(3)** Change the AASHTO reference to B 695 Class 55

**Page 10-247, Table 1092-2, Steel Sign Materials,** Change High Strength Bolts, Nuts & Washers ASTM Specifications for Galvanizing to B695 Class 55.

**Page 10-259, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports,** replace the third paragraph with the following:

Fabricate high strength bolts, nuts, and washers required for breakaway supports from steel in accordance with ASTM A325 and galvanize in accordance with AASHTO B 695 Class 55.

**Page 10-261, Article 1096-2 Steel Overhead Sign Structures,** replace the last sentence with the following:

The galvanizing shall meet the requirement of AASHTO B 695 Class 55 for fasteners and of ASTM A123 for other structural steel.

**MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:**

The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:**

The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**QUALIFICATION OF WELDS AND PROCEDURES**

(7-21-09)

SP10 R43

**Page 10-143, Subarticle 1072-20(D) Qualification of Welds and Procedures**, replace the third sentence of the first paragraph with the following:

For all prequalified field welds, submit Welding Procedure Specifications (WPS) for each joint configuration for approval at least 30 days prior to performing any welding. In lieu of this, use the WPS provided and preapproved by the Department. These preapproved WPS are available from the Materials and Tests Unit or at: [http://www.ncdot.org/doh/operations/materials/structural/appr\\_proc.html](http://www.ncdot.org/doh/operations/materials/structural/appr_proc.html). Use non-prequalified welds only if approved by the Engineer. Submit WPS for all non-prequalified welds to the Engineer for approval. At no cost to the Department, demonstrate their adequacy in accordance with the requirements of the Bridge Welding Code.

**MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET**

(3-19-96)

SP8R10

At locations shown in the plans, construct concrete flumes, 6" x 8" concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the *Standard Specifications* except that the concrete must be Class "B" or of higher compressive strength.

Each concrete flume, 6" x 8" concrete curb, and apron completed and accepted will be paid for at the contract unit price per each for "*Modified Concrete Flume*". Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the apron will be measured and paid for in accordance with Section 846 and 850 of the *Standard Specifications*.

Payment will be made under:

**Pay Item**

Modified Concrete Flume

**Pay Unit**

Each



## FLOATING TURBIDITY CURTAIN

### Description

This work consists of the installation of a *Floating Turbidity Curtain* to deter silt suspension and movement of silt particles during construction. The floating turbidity curtain shall be constructed at locations as directed.

### Materials

The curtain material shall be made of a tightly woven nylon, plastic or other non-deteriorating material meeting the following specifications:

Property	Value
Grab tensile strength	*md-370 lbs *cd-250 lbs
Mullen burst strength	480 psi
Trapezoid tear strength	*md-100 lbs *cd-60 lbs
Apparent opening size	70 US standard sieve
Percent open area	4% permittivity 0.28 sec-1

\*md -machine direction

\*cd -cross machine direction

In the event that more than one width of fabric is required, a 6" overlap of the material shall also be required.

The curtain material shall be supported by a flotation material having over 29 lbs/ft buoyancy. The floating curtain shall have a 5/16" galvanized chain as ballast and dual 5/16" galvanized wire ropes with a heavy vinyl coating as load lines.

### Construction Methods

The Contractor shall maintain the *Floating Turbidity Curtain* in a satisfactory condition until its removal is requested by the Engineer.

### Measurement and Payment

*Floating Turbidity Curtain* will be measured and paid for as the actual number of square yards of curtain installed as specified and accepted. Such price and payment will be full compensation for the work as described in this section including but not limited to furnishing all materials, tools, equipment, and all incidentals necessary to complete the work.

Payment will be made under:

Floating Turbidity Curtain..... Square Yards

## SAFETY FENCE

### Description

*Safety Fence* shall consist of furnishing, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland or water. The fence shall be installed prior to any land disturbing activities.

### Materials

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb./ft. of length.

### Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence; however, if any clearing and grubbing is required, it will be the minimum required for the installation of the safety fence. Such clearing shall include satisfactory removal and disposal of all trees, brush, stumps and other objectionable material.

The fence shall be erected to conform to the general contour of the ground. When determined necessary, minor grading along the fence line shall be performed to meet this requirement provided no obstructions to proper drainage are created.

Posts shall be set and maintained in a vertical position and may be hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence fabric shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

### Measurement and Payment

*Safety Fence* will be measured and paid for as the actual number of linear feet installed in place and accepted. Such payment will be full compensation including but not limited to clearing and grading, furnishing and installing fence fabric with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

#### Pay Item

Safety Fence

#### Pay Unit

Linear Foot

## RESPONSE FOR EROSION CONTROL

### Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

- (A) Seeding and Mulching
- (B) Temporary Seeding and Mulching
- (C) Temporary Mulching
- (D) Fertilizer Topdressing
- (E) Repair Seeding
- (F) Supplemental Seeding
- (G) Silt Fence Installation or Repair
- (H) Installation of Matting for Erosion Control

### Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in Form 1675. Each erosion control action may include one or more of the above work items.

### Measurement and Payment

*Response for Erosion Control* will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

#### Pay Item

Response for Erosion Control

#### Pay Unit

Each

## WATTLE

### Description

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, and removing wattles.

### Materials

*Wattle shall meet the following specifications:*

100% Curled Wood(Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

#### Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of section 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

#### Construction Methods

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with section 1631-3(B) of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

#### Measurement and Payment

***Wattle will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the Wattle.***

***Matting will be measured and paid for in accordance with section 1631-4 of the Standard Specifications, or in accordance with specifications provided elsewhere in this contract.***

Payment will be made under:

#### Pay Item

Wattle

#### Pay Unit

Linear Foot

### MINIMIZE REMOVAL OF VEGETATION

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

## STOCKPILE AREAS

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

## ACCESS AND HAUL ROADS

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

## WASTE AND BORROW SOURCES

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

## GRAVEL CONSTRUCTION ENTRANCE

### Description

This work consists of furnishing, installing, and maintaining and removing any and all material required for the construction of a *Gravel Construction Entrance*.

### Materials

Refer to Division 10

### Item Section

Filter Fabric for Drainage, Type 2 1056  
Stone for Erosion Control, Class A 1042

### Construction Methods

The Contractor shall install a Gravel Construction Entrance in accordance with Standard Drawing No. 1607.01 and at locations as directed.

### Measurement and Payment

*Filter Fabric for Drainage* will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

*Stone for Erosion Control*, Class B will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of Gravel Construction Entrance.

## SPECIAL SEDIMENT CONTROL FENCE

### Description

This work consists of the construction, maintenance, and removal of *Special Sediment Control Fence*. Place special sediment control fence as shown on the plans or as directed.

### Materials

#### (A) Posts

Steel posts shall be at least 5 ft. in length, approximately 1 3/8" wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire in the desired position without displacement.

#### (B) 1/4" Hardware Cloth

Hardware cloth shall have 1/4" openings constructed from #24 gauge wire. Install hardware cloth in accordance with Standard Drawing No. 1606.01.

#### (C) Sediment Control Stone

Sediment Control Stone shall meet the requirements of Section 1005 of the *Standard Specifications*. Install stone in accordance with Standard Drawing No. 1606.01.

### Construction Methods

The Contractor shall maintain the special sediment control fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the fence when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

### Measurement and Payment

*1/4" Hardware Cloth* will be measured and paid for in accordance with Article 1632-5 of the *Standard Specifications*.

*Sediment Control Stone* will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

## NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

11-18-08

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Croton, Smooth Croton, Sickpod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious	Limitations per Lb. Of Seed	Restricted Noxious	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

#### FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVE BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Clover - Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
----------------	-----------------

Crownvetch  
Pensacola Bahiagrass

Reed Canary Grass  
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

## SEEDING AND MULCHING

(8-19-08)

(East Crimp)

S-2

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

### All Roadway Areas

#### March 1 - August 31

50# Tall Fescue  
10# Centipede  
25# Bermudagrass (hulled)  
500# Fertilizer  
4000# Limestone

#### September 1 - February 28

50# Tall Fescue  
10# Centipede  
35# Bermudagrass (unhulled)  
500# Fertilizer  
4000# Limestone

### Waste and Borrow Locations

#### March 1 – August 31

75# Tall Fescue  
25# Bermudagrass (hulled)  
500# Fertilizer  
4000# Limestone

#### September 1 - February 28

75# Tall Fescue  
35# Bermudagrass (unhulled)  
500# Fertilizer  
4000# Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

### Approved Tall Fescue Cultivars

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk



Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

### **CRIMPING STRAW MULCH**

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

### **BASIS OF PAYMENT**

Payment for "Seeding and Mulching" will be included in the contract bid price per acre for "Seeding and Mulching". This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

No direct payment will be made for providing "Crimping Straw Mulch" as required herein, as the cost of same will be considered incidental to the line item "Seeding and Mulching".

### **TEMPORARY SEEDING**

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**Pay Item**  
Seed for Temporary Seeding

**Pay Unit**  
Pound

## FERTILIZER TOPDRESSING

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

### Pay Item

Fertilizer Topdressing

### Pay Unit

Ton

## SUPPLEMENTAL SEEDING

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

### Pay Item

Seed for Supplemental Seeding

### Pay Unit

Pound

### NATIVE GRASS SEEDING AND MULCHING: Bermuda

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed. The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

### March 1 - August 31 September 1 - February 28

25# Bermudagrass (hulled) 35# Bermudagrass (unhulled)

6# Indiangrass 6# Indiangrass

8# Little Bluestem 8# Little Bluestem

4# Switchgrass 4# Switchgrass

25# Browntop Millet 35# Rye Grain

500# Fertilizer 500# Fertilizer

4000# Limestone 4000# Limestone

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

### Temporary Seeding

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**Fertilizer Topdressing**

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

**Supplemental Seeding**

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**Measurement and Payment**

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

**SPECIALIZED HAND MOWING****Description**

This work consists of specialized hand mowing around or under fixed objects, including but not limited to guardrails, signs, barriers and slopes in a method acceptable to the Engineer.

Specialized hand mowing shall be completed with mechanically powered trimmers, string trimmers, hand operated rotary mowers, or self-propelled mowers of sufficient size and quality to perform the work timely and efficiently. The quantity of mowing to be performed will be affected by the actual conditions that occur during the construction of the project. The quantity of mowing may be increased, decreased or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Measurement and Payment**

*Specialized Hand Mowing* will be measured and paid for as the actual number of man hours worked while hand mowing along the surface of the ground, as directed. Where an area has been mowed more than once, as directed, separate measurement will be made each time the area is mowed.

Payment will be made under:

**Pay Item**

Specialized Hand Mowing

**Pay Unit**

Hour

## STRUCTURE PROVISIONS

### SUBMITTAL OF WORKING DRAWINGS

#### ***General***

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the State Bridge Management Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Resident Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer, Structure Design Unit contacts or the State Bridge Management Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

#### ***Addresses and Contacts***

For submittals to the Structure Design Unit, use the following addresses:

Via US mail:

Mr. G. R. Perfetti, P. E.  
State Bridge Design Engineer  
North Carolina Department  
of Transportation  
Structure Design Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Via other delivery service:

Mr. G. R. Perfetti, P. E.  
State Bridge Design Engineer  
North Carolina Department  
of Transportation  
Structure Design Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

Attention: Mr. P. D. Lambert, P. E.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: Paul Lambert  
(919) 250 – 4041  
(919) 250 – 4082 facsimile  
[plambert@ncdot.gov](mailto:plambert@ncdot.gov)

Secondary Structures Contacts: James Gaither (919) 250 – 4042  
David Stark (919) 250 – 4044

For submittals to the State Bridge Management Unit, use the following addresses:

Mr. Rick Nelson, PE  
Asst. State Bridge Management Engineer  
NC Dept. of Transportation  
State Bridge Management Unit  
4809 Beryl Drive  
Raleigh, NC 27606  
Fax: 919.733.2348  
Ph: 919.733.4362  
Email: [enelson@ncdot.gov](mailto:enelson@ncdot.gov)

#### ***Submittal Copies***

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section

covers “Geotechnical Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed by the Engineer.

### **STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Copies Required by Structure Design Unit</b>	<b>Copies Required by State Bridge Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Evazote Joint Seals <sup>6</sup>	9	0	“Evazote Joint Seals”
Falsework & Forms <sup>2</sup> (substructure)	0	5	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-10
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-10
Painting Platforms and Containment	0	5	SP

### **FOOTNOTES**

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles and subarticles refer to the *Standard Specifications*.
- Submittals for these items are necessary only when required by a note on plans.
- Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.**
- The fabricator may submit these items directly to the Structure Design Unit.
- The two sets of preliminary submittals required by Article 1072-10 of the *Standard Specifications* are not required for these items.
- Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
- Submittals are necessary only when the top slab thickness is 18” or greater.

## FALSEWORK AND FORMWORK

### *Description*

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

### *Materials*

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

### *Design Requirements*

#### Working Drawings:

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO Guide Design Specifications for Bridge Temporary Works except as noted herein.

#### Wind Loads:

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph (177 km/hr). In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

**Table 2.2 - Wind Pressure Values**

Height Zone feet (m) above ground	Pressure, lb/ft <sup>2</sup> (kPa) for Indicated Wind Velocity, mph (km/hr)				
	70 (112.7)	80 (128.7)	90 (144.8)	100 (160.9)	110 (177.0)
0 to 30 (0 to 9.1)	15 (0.72)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)
30 to 50 (9.1 to 15.2)	20 (0.96)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)
50 to 100 (15.2 to 30.5)	25 (1.20)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)
over 100 (30.5)	30 (1.44)	35 (1.68)	40 (1.92)	45 (2.15)	50 (2.39)

Time of Removal:

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

**Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina**

COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)	COUNTY	25 YR (mph) (km/hr)
Alamance	70 (112.7)	Franklin	70 (112.7)	Pamlico	100 (160.9)
Alexander	70 (112.7)	Gaston	70 (112.7)	Pasquotank	100 (160.9)
Alleghany	70 (112.7)	Gates	90 (144.8)	Pender	100 (160.9)
Anson	70 (112.7)	Graham	80 (128.7)	Perquimans	100 (160.9)
Ashe	70 (112.7)	Granville	70 (112.7)	Person	70 (112.7)
Avery	70 (112.7)	Greene	80 (128.7)	Pitt	90 (144.8)
Beaufort	100 (160.9)	Guilford	70 (112.7)	Polk	80 (128.7)
Bertie	90 (144.8)	Halifax	80 (128.7)	Randolph	70 (112.7)
Bladen	90 (144.8)	Harnett	70 (112.7)	Richmond	70 (112.7)
Brunswick	100 (160.9)	Haywood	80 (128.7)	Robeson	80 (128.7)
Buncombe	80 (128.7)	Henderson	80 (128.7)	Rockingham	70 (112.7)
Burke	70 (112.7)	Hertford	90 (144.8)	Rowan	70 (112.7)
Cabarrus	70 (112.7)	Hoke	70 (112.7)	Rutherford	70 (112.7)
Caldwell	70 (112.7)	Hyde	110 (177.0)	Sampson	90 (144.8)
Camden	100 (160.9)	Iredell	70 (112.7)	Scotland	70 (112.7)
Carteret	110 (177.0)	Jackson	80 (128.7)	Stanley	70 (112.7)
Caswell	70 (112.7)	Johnston	80 (128.7)	Stokes	70 (112.7)
Catawba	70 (112.7)	Jones	100 (160.9)	Surry	70 (112.7)
Cherokee	80 (128.7)	Lee	70 (112.7)	Swain	80 (128.7)
Chatham	70 (112.7)	Lenoir	90 (144.8)	Transylvania	80 (128.7)
Chowan	90 (144.8)	Lincoln	70 (112.7)	Tyrell	100 (160.9)
Clay	80 (128.7)	Macon	80 (128.7)	Union	70 (112.7)
Cleveland	70 (112.7)	Madison	80 (128.7)	Vance	70 (112.7)
Columbus	90 (144.8)	Martin	90 (144.8)	Wake	70 (112.7)
Craven	100 (160.9)	McDowell	70 (112.7)	Warren	70 (112.7)
Cumberland	80 (128.7)	Mecklenburg	70 (112.7)	Washington	100 (160.9)
Currituck	100 (160.9)	Mitchell	70 (112.7)	Watauga	70 (112.7)
Dare	110 (177.0)	Montgomery	70(112.7)	Wayne	80 (128.7)
Davidson	70 (112.7)	Moore	70 (112.7)	Wilkes	70 (112.7)
Davie	70 (112.7)	Nash	80 (128.7)	Wilson	80 (128.7)
Duplin	90 (144.8)	New Hanover	100 (160.9)	Yadkin	70 (112.7)
Durham	70 (112.7)	Northampton	80 (128.7)	Yancey	70 (112.7)
Edgecombe	80 (128.7)	Onslow	100 (160.9)		
Forsyth	70 (112.7)	Orange	70 (112.7)		

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize, metallize or otherwise protect these devices as directed by the Engineer. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

### **Review and Approval**

The Engineer is responsible for the review and approval of temporary works' drawings. Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders. Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

### ***Construction Requirements***

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch (25 mm). For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

### **Maintenance and Inspection:**

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.



**Foundations:**

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

**Removal**

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

**Method of Measurement**

Unless otherwise specified, temporary works will not be directly measured.

**Basis of Payment**

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

## **CONSTRUCTION OF SUBSTRUCTURE**

**Description:**

The work covered by this special provision consists of furnishing all labor, equipment, materials, and incidentals necessary to complete the construction of the substructure as is defined in Article 101-3 of the July 2006 Standard Specifications for Roads and Structures.

**Materials:**

All material shall conform to the Specifications or any applicable contract special provision.

**Construction Methods:**

All work shall be performed in accordance with the contract plans and the Standard Specifications or any applicable contract special provision.

**Basis of Payment:**

All work covered by this section will be paid for at the contract lump sum price for "Construction of Substructure" except as noted below.

12" Prestressed Concrete Piles" will be paid for in accordance with other provisions in this Contract.

## CONSTRUCTION OF SUPERSTRUCTURE

Furnish and erect prestressed concrete cored slabs, prestressed concrete box beams, elastomeric bearings, precast concrete barrier rails on the bridge and applicable grouting.

Complete all work in accordance with the contract plans and the Standard Specifications except payment for these items will be as described below.

No measurement will be made for these items. The price and payment below will be full compensation for all work covered by this provision including but not limited to furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Construction of Superstructure	Lump Sum

## REMOVAL OF EXISTING STRUCTURE

The Contractor shall be responsible for complete removal of any remaining portion of the existing structures. The Contractor's attention is directed to Article 402-2 of the Standard Specifications.

The removal of the existing structure shall be paid at the contract lump sum price for "Removal of Existing Structure."

## CRANE SAFETY

(8-15-05)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

### Crane Safety Submittal List

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator

## DEWATERING

If dewatering is required, the Contractor must use best management practices (BMPs) in accordance with the required permit conditions and must submit a dewatering plan for approval by the Division Engineer.

All work covered by this section will be paid for at the contract lump sum price for “General Miscellaneous Item (Dewatering)”

Payment will be made under:

Pay Item	Pay Unit
General Miscellaneous Item (Dewatering)	Lump Sum

## PILES

(3-5-10)

**Revise the *Standard Specifications* as follows:**

Page 4-71, Delete Section 450 **BEARING PILES** and replace it with the following:

### ***Description***

Furnish and install piles with sufficient lengths in accordance with the contract and accepted submittals. Provide steel and prestressed concrete piles and composite piles with both concrete and steel sections as shown on the plans. Drive and drill in piles and use pile tips and accessories as shown on the plans. Galvanize, restrike, redrive, splice, cut off and build up piles and perform predrilling, spudding and pile driving analyzer (PDA) testing as necessary or required. For this provision, “pile embedment” refers to the required pile embedment in the cap or footing and “pile penetration” refers to the minimum required pile tip elevation or penetration into natural ground, whichever is deeper.

### ***Materials***

Refer to Division 10 of the *Standard Specifications*:

Item	Section
Flowable Fill, Non-Excavatable	340
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Steel Pipe Pile Plates	1072
Steel and Prestressed Concrete Piles	1084

For drilled-in piles, use Class A Concrete in accordance with Article 1000-4 of the *Standard Specifications* except as modified herein. Provide concrete with a slump of 6 to 8 inches (150 to 200 mm). Use an approved high-range water reducer to achieve this slump.

For galvanized steel piles, see Section 1076 of the *Standard Specifications*. For composite piles with both prestressed concrete and steel H pile sections, use prestressed concrete piles and steel H piles in accordance with Section 1084 of the *Standard Specifications*. Use approved steel pile points and splicers. Obtain a list of approved pile points and splicers from:

<https://apps.dot.state.nc.us/vendor/approvedproducts/>

### ***Pile Lengths***

The estimated pile lengths shown on the plans are for bid purposes only. Provide piles of sufficient lengths for the required driving resistance, pile penetration and pile embedment. At the Contractor’s option and no additional cost to the Department, make investigations as necessary to determine required pile lengths.

### Handling and Storing Piles

Handle, transport and store piles so that piles are kept clean and undamaged. Do not use chains, cables or hooks that can damage or scar piles. Do not damage coatings on steel piles. When handling prestressed concrete piles, support piles at pick-up points as shown on the plans.

Protect steel piles as far as practicable from corrosion. Store piles above ground upon platform skids, or other supports, and keep free from dirt, grease, vegetation and other foreign material. Damaged, bent or cracked piles will be rejected.

### Pile Installation

If applicable, completely excavate for caps and footings before installing piles. If applicable and unless noted otherwise on the plans, construct embankments to bottom of cap or footing elevations for a horizontal distance of 50 ft (15 m) from any pile except where fill slopes are within 50 ft (15 m) of a pile.

Install piles with the following tolerances.

**Axial alignment within ¼ inch per foot (21 mm per meter) of vertical or batter shown on the plans**

**Horizontal alignment within 3" (75 mm) of plan location, longitudinally and transversely**

**Pile embedment within 3" (75 mm) more and 2" (50 mm) less of the embedment shown on the plans**

No additional payment will be made for increased cap or footing dimensions due to piles installed out of position.

If necessary, build up prestressed concrete piles or splice steel piles as shown on the plans. Do not use more than 3 sections (2 splices) of steel piling per pile. Cut off piles at required elevations along a plane normal to the axis of the pile as necessary. Do not damage or spall piles when cutting off prestressed concrete piles.

### Pile Accessories

If required, use pile accessories including pipe pile plates and steel pile points and splicers as shown on the plans. Perform any welding in accordance with the contract. Weld pipe pile plates with the specified dimensions to steel pipe piles as shown on the plans.

Attach steel pile points to steel piles in accordance with the manufacturer's instructions. The minimum weld length is twice the flange width for steel H piles.

Use steel pile tips with prestressed concrete piles as shown on the plans. Use steel pile splicers for splicing steel H pile tips and composite piles. Attach pile splicers in accordance with the manufacturer's instructions.

### Driven Piles

When predrilling, spudding and installing the initial portions of steel piles with vibratory hammers, submit these pile installation methods with the proposed pile driving methods and equipment for review and acceptance. Spudding is defined as driving or dropping a steel H pile and then removing it. The Engineer will approve the predrilling depth and diameter, spudding depth and H pile size and depth of pile installation with a vibratory hammer. Do not use vibratory hammers to install prestressed concrete piles.

Drive piles in accordance with the accepted submittals and this provision. Unless otherwise approved, do not drive piles within 50 ft (15 m) of cast-in-place concrete until the concrete cures for at least 3 days.

Limit driving stresses in accordance with the *AASHTO LRFD Bridge Design Specifications*. If a tip elevation is noted on the plans for steel and prestressed concrete piles, drive piles to the minimum required driving resistance and tip elevation. Otherwise, drive steel and prestressed concrete piles to the minimum required driving resistance and a penetration into natural ground of at least 10 ft (3 m). For composite piles, drive piles to the minimum required driving resistance and the prestressed concrete and steel H pile sections to their respective minimum required tip elevations noted on the plans.

Also, drive piles to the minimum required tip elevation or penetration into natural ground, whichever is deeper, in a continuous operation unless stopped due to exceeding the maximum blow count or driving stresses, insufficient pile length or other approved reasons. Natural ground within an area of a new embankment is defined as the bottom of the embankment or footings, whichever is lower.

Protect coatings in an approved manner when driving coated steel piles through templates. Redrive piles raised or moved laterally due to driving adjacent piles.

### **Predrilling and Spudding**

If necessary or required, perform predrilling for piles and spudding with a steel H pile as noted on the plans or in accordance with the accepted submittals. Predrill pile locations to the specified elevations noted on the plans, revised elevations approved by the Engineer or depths in accordance with the accepted submittals. When noted on the plans and at the Contractor's option, spudding may be used in lieu of predrilling. Do not perform spudding below specified predrilling elevations, revised elevations approved by the Engineer or depths in accordance with the accepted submittals.

When noted on the plans or predrilling in water or wetlands, use temporary steel casings meeting the requirements of steel casings for pile excavation in accordance with this provision with the exception of casing diameter. For steel casing diameters, use casings with a minimum inside diameter equal to the predrilling diameter. Use steel casings from a minimum of 2 ft (0.6 m) above the static water elevation or ground line, whichever is higher, to a minimum of 5 ft (1.5 m) below the ground or mud line. More than 5 ft (1.5 m) embedment may be necessary if steel casings are not stable or predrilling or spudding disturbs material outside the casings.

Perform predrilling and spudding such that large ground movements and voids below ground do not occur and piles can be driven to the required resistance and pile penetration. Do not deposit spoils above the ground or mud line in water or wetlands. Dispose of spoils in accordance with Section 802 of the *Standard Specifications* and as directed by the Engineer. When predrilling or spudding is complete, remove all steel casings before driving piles.

### **Driving Equipment**

Submit the proposed pile driving methods and equipment (pile driving equipment data form) including the pile driving hammer, hammer cushion, pile helmet and cushion for review and acceptance. Do not submit more than two pile driving hammers per pile type per submittal. Submit this information for review and acceptance at least 30 calendar days before driving piles. All equipment is subject to satisfactory field performance.

Drive piles with accepted driving equipment using air, steam or diesel hammers. Use pile driving hammers that will not overstress piles and provide the required driving resistance at a blows per foot ranging from 30 to 180. Use a variable energy hammer to drive prestressed concrete piles.

Operate air and steam hammers within the manufacturer's specified ranges and 10% of the manufacturer's rated speed in blows per minute or a rate approved by the Engineer. Use a plant and equipment for air or steam hammers with sufficient capacity to maintain, under working conditions, the volume and pressure specified by the manufacturer. Equip the plant and equipment with accurate pressure gauges that are easily accessible. Provide striking parts of air and steam hammers that weigh at least one-third the weight of the pile helmet and pile, with a minimum weight of 2,750 lbs (1,250 kg).

Equip open-end (single acting) diesel hammers with a graduated scale (jump stick) extending above the ram cylinder, graduated rings or grooves on the ram or an electric sound activated remote measuring instrument to determine the

hammer stroke during driving. Equip closed-end (double acting) diesel hammers with a calibrated bounce chamber pressure gauge mounted near the ground and provide a current calibrated chart or graph equating bounce chamber pressure and gauge hose length to equivalent energy. Submit this chart or graph with the proposed pile driving methods and equipment for closed-end diesel hammers.

Hold pile heads in position with pile helmets that closely fit over the pile heads and extend down the sides of piles a sufficient distance. Protect pile heads of prestressed concrete piles from direct impact with accepted pile cushions. Use pile cushions made of pine plywood with a minimum thickness of 4" (100 mm). Unless otherwise approved, provide a new pile cushion for each prestressed concrete pile. Replace pile cushions during driving when a cushion is compressed more than one-half its original thickness or begins to burn.

The Engineer may inspect the hammer cushion before beginning driving and periodically throughout the project. Expose the hammer cushion for inspection as directed by the Engineer. Replace or repair any hammer cushion that is less than 25% of its original thickness.

### **Required Driving Resistance**

The Engineer will determine the acceptability of the proposed pile driving methods and equipment and provide the blows per foot and equivalent set for 10 blows for the required driving resistance. The minimum required driving resistance is equal to the factored resistance noted on the plans plus any additional resistance for downdrag and scour, if applicable, divided by a resistance factor. When performing PDA testing in accordance with the *AASHTO LRFD Bridge Design Specifications*, the resistance factor is 0.75. Otherwise, the resistance factor for the wave equation analysis is 0.60.

Unless otherwise approved, stop driving piles when refusal is reached. Refusal is defined as 240 blows per foot or any equivalent set.

### **Redriving Piles**

Once the required pile penetration is achieved, the Contractor may choose to or the Engineer may require the Contractor to stop driving, wait and restrike or redrive piles to achieve the required driving resistance. If the Contractor chooses to restrike or redrive piles, no payment will be made for restrikes or redrives. If the Engineer requires the Contractor to restrike or redrive piles, payment will be made in accordance with this provision. When the Engineer requires restrikes or redrives, the Engineer will determine the number of restrikes or redrives and the time to wait after stopping driving and between restrikes and redrives. The time to wait will range from 4 to 24 hours.

Use the same pile driving methods, equipment and compressed pile cushion from the previous driving to restrike or redrive the pile unless the cushion is unacceptable due to deterioration. Do not use a cold diesel hammer for a restrike or redrive, unless it is impractical to do otherwise as determined by the Engineer. In general, warm up the hammer by applying at least 20 blows to a previously driven pile or timber mats on the ground.

### **Drilled-in Piles**

If required, perform pile excavation to specified elevations shown on the plans or revised elevations approved by the Engineer. Excavate holes at pile locations with diameters that will result in at least 3" (75 mm) of clearance all around piles. Before filling holes, support and center piles in excavations and when noted on the plans, drive piles to the required driving resistance. Remove any fluid from excavations, and at the Contractor's option, fill holes with either concrete or flowable fill unless required otherwise in the contract.

### **Pile Excavation**

Use equipment of adequate capacity and capable of drilling through soil, rock, boulders, debris, man-made objects and any other materials encountered. Blasting is not permitted to advance excavations. Blasting for core removal is only permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the *Standard Specifications* and as directed by the Engineer. Drilling spoils consist of all excavated materials including fluids removed from excavations by pumps or drilling tools.

If unstable, caving or sloughing soils are anticipated or encountered, stabilize holes with either slurry or temporary steel casings. When using slurry, submit slurry details including product information, manufacturer's recommendations for use, slurry equipment details and written approval from the slurry supplier that the mixing water is acceptable before beginning drilling. When using steel casings, use either the sectional type or one continuous corrugated or non-corrugated piece. Steel casings should consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth and backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of ¼ inch (6 mm).

### **Filling Holes**

Check the water inflow rate at the bottom of holes after all pumps have been removed. If the inflow rate is less than 6" (150 mm) per half hour, remove any fluid and free fall concrete or flowable fill into excavations. Ensure that concrete or flowable fill flows completely around piles. If the water inflow rate is greater than 6" (150 mm) per half hour, propose and obtain acceptance of a procedure for placing concrete or flowable fill before filling holes. Place concrete or flowable fill in a continuous manner and remove all steel casings.

### **Pile Driving Analyzer**

If required, test piles with a pile driving analyzer (PDA) manufactured by Pile Dynamics, Inc., analyze data and provide PDA reports. Perform PDA testing in accordance with ASTM D4945. Either the Engineer will perform the PDA testing and analysis or use a PDA Consultant prequalified by the NCDOT Contractual Services Unit for Pile Driving Analyzer Work (work code 3060) to perform the PDA testing and analysis and provide a PDA report.

The Engineer will determine the number of piles and which piles to be tested with a PDA. Do not drive piles with a PDA until the proposed pile driving methods and equipment has been preliminarily accepted. Notify the Engineer of the pile driving schedule a minimum of 7 calendar days in advance.

The Engineer will complete the review and acceptance of the proposed pile driving methods and equipment and provide the blows per foot and equivalent set for 10 blows for the required driving resistance within 10 calendar days after the Engineer receives the PDA report or the Engineer finishes PDA testing. A PDA report for or PDA testing on multiple piles may be required as determined by the Engineer before the 10 day time period begins.

### **Preparation**

Provide piles for PDA testing that are 5 ft (1.5 m) longer than the estimated pile lengths shown on the plans. Supply an AC electrical power source of a voltage and frequency suitable for computer equipment.

Provide a shelter to protect the PDA equipment and operator from conditions of sun, water, wind and temperature. The shelter should have a minimum floor size of 6 ft by 6 ft (1.8 m by 1.8 m) and a minimum roof height of 8 ft (2.4 m). If necessary, heat or cool the shelter to maintain a temperature between 50 and 85 degrees F (10 and 30 degrees C). Place the shelter within 75 ft (23 m) of the pile such that the PDA cables reach the computer and the operator can clearly observe the pile. The Engineer may waive the shelter requirement if weather conditions allow.

Drill up to a total of 16 bolt holes in either 2 or 4 sides of the pile, as directed by the PDA Consultant or Engineer, at an approximate distance equal to 3 times the pile diameter below the pile head. If the PDA Consultant or Engineer chooses to drill the bolt holes, provide the necessary equipment, tools and assistance to do so. A hammer drill is required for concrete piles. Allow for 2 hours per pile to drill holes.

Lift, align and rotate the pile to be tested with a PDA as directed by the PDA Consultant or Engineer. Place the pile in the leads and template so that the PDA instruments and their accompanying wires will not be damaged. Attach PDA instruments as directed by the PDA Consultant or Engineer after the pile is placed in the leads and the template.

### **Testing**

Use only the preliminarily accepted pile driving methods and equipment to drive piles with the PDA instruments attached. Drive piles in accordance with this provision and as directed by the PDA Operator or Engineer. The PDA Operator or Engineer may require the Contractor to modify the pile installation procedure during driving. Dynamic measurements will be recorded and used to evaluate the hammer performance, driving resistance and stresses, energy transfer, pile integrity and various soil parameters such as quake and damping.

If required, reattach the PDA instruments and restrike or redrive the pile in accordance with this provision. Obtain the required stroke and at least 6" (150 mm) of penetration as directed by the PDA Operator or Engineer. Dynamic measurements will be recorded during restriking and redriving. The Engineer will determine when PDA testing has been satisfactorily completed.

The Contractor is responsible in terms of both actual expense and time delays for any damage to the PDA instruments and supporting equipment due to the Contractor's fault or negligence. Replace any damaged equipment at no additional cost to the Department.

### **Analysis**

When using a PDA Consultant, analyze data with the CAsE Pile Wave Analysis Program (CAPWAP), version 2006 or later, manufactured by Pile Dynamics, Inc. At a minimum, analysis is required for a hammer blow near the end of initial drive and for each restrike and redrive. Additional CAPWAP analysis may be required as determined by the PDA Consultant or Engineer.

### **Report**

When using a PDA Consultant, submit three hard copies and an electronic copy (PDF on CD or DVD) of PDA reports sealed by a Professional Engineer registered in North Carolina within 7 calendar days of completing field testing. Include the following in the PDA Report:

#### **Title Sheet**

NCDOT TIP number and WBS element number

Project description

County

Bridge station number

Pile location

Personnel

Report date

#### **Introduction**

#### **Site and Subsurface Conditions (including water table elevation)**

#### **Pile Details**

Pile type and length

Required driving resistance and resistance factor

Concrete compressive strength and/or steel pile yield strength

Pile splice type and locations

Pile batter

Installation methods including use of predrilling, spudding, vibratory hammer, template, barge, etc.

#### **Driving Details**

Hammer make, model and type

Hammer and pile cushion type and thickness

Pile helmet weight

Hammer efficiency and operation data including fuel settings, bounce chamber pressure, blows per minute, equipment volume and pressure

Ground or mud line elevation and template reference elevation at the time of driving



Final pile tip elevation

Driving data (ram stroke, blows per foot (0.3 meter) and set for last 10 hammer blows)

Restrike and redrive information

### **PDA Field Work Details**

### **CAPWAP Analysis Results**

Table showing percent skin and tip, skin and toe damping, skin and toe quake and match quality

### **Summary/Conclusions**

### **Attachments**

Boring log(s)

Pile driving equipment data form (from Contractor)

Field pile driving inspection data (from Engineer)

Accelerometer and strain gauge locations

Accelerometer and strain gauge serial numbers and calibration information

PDA hardware model and CAPWAP software version information

Electronic copy of all PDA data and executable CAPWAP input and output files

### ***Measurement and Payment***

**12" Prestressed Concrete Piles** will be measured and paid for in linear feet. Piles will be measured as the pile length before installation minus any pile cut-offs. No payment will be made for pile cut-offs or cutting off piles. No payment will be made for damaged, defective or rejected piles or any piles for falsework, bracing, templates or temporary work bridges. The contract unit price bid for **12" Prestressed Concrete Piles** will also be full compensation for driving piles.

For driven piles, once the required resistance and pile penetration is achieved, the Contractor may drive the remaining portion of piles to grade in lieu of cutting off piles provided the remaining portions do not exceed 5 ft and the piles can be driven without being damaged or reaching the maximum blow count or refusal. When this occurs, the additional length of piles driven will be measured and paid for at the contract unit price bid for **12" Prestressed Concrete Piles**.

### **Pay Item**

### **Pay Unit**

12" Prestressed Concrete Piles

Linear Foot

## GROUT FOR STRUCTURE

7-12-07

### 1.0 DESCRIPTION

This special provision addresses grout for use in structures, including continuous flight auger (CFA) piles, micropiles, soil nail and anchored retaining walls and backfilling crosshole sonic logging (CSL) tubes or grout pockets, shear keys, dowel holes and recesses for cored slabs and box beams. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Provide grout composed of portland cement, water and at the Contractor's option, fine aggregate and/or pozzolan. If necessary, use set controlling admixtures. Proportion, mix and place grout in accordance with the plans, the applicable section of the *Standard Specifications* or special provision for the application and this provision.

### 2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

1. Item	Article
2. Portland Cement	1024-1
3. Water	1024-4
4. Fine Aggregate	1014-1
5. Fly Ash	1024-5
6. Ground Granulated Blast Furnace Slag	1024-6
7. Admixtures	1024-3

At the Contractor's option, use an approved packaged grout in lieu of the materials above with the exception of the water. Contact the Materials and Tests (M&T) Unit for a list of approved packaged grouts. Consult the manufacturer to determine if the packaged grout selected is suitable for the application and meets the compressive strength and shrinkage requirements.

### 3.0 REQUIREMENTS

Unless required elsewhere in the Contract, provide non-metallic grout with minimum compressive strengths as follows:

Property	Requirement
Compressive Strength @ 3 days	2500 psi (17.2 MPa)
Compressive Strength @ 28 days	4500 psi (31.0 MPa)

For applications other than micropiles, soil nails and ground anchors, use non-shrink grout with shrinkage of less than 0.15%.

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in accordance with the applicable section of the *Standard Specifications* or special provision for the structure. Use an approved testing laboratory to determine the grout mix proportions. Adjust proportions to compensate for surface moisture contained in the aggregates at the time of mixing. Changes in the saturated surface dry mix proportions will not be permitted unless a revised grout mix design submittal is accepted.

For each grout mix design, provide laboratory test results for compressive strength, density, flow and if applicable, aggregate gradation and shrinkage. Submit compressive strength for at least 3 cube and 2 cylinder specimens at the age of 3, 7, 14 and 28 days for a total of at least 20 specimens tested. Perform laboratory tests in accordance with the following:

Property	Test Method
Compressive Strength	AASHTO T106 and T22
Density	AASHTO T133
Flow for Sand Cement Grout	ASTM C939 (as modified below)
Flow for Neat Cement Grout (no fine aggregate)	Marsh Funnel and Cup API RP 13B-1, Section 2.2
Aggregate Gradation for Sand Cement Grout	AASHTO T27
Shrinkage for Non-shrink Grout	ASTM C1090

When testing grout for flow in accordance with ASTM C939, modify the flow cone outlet diameter from ½ to ¾ inch (13 to 19 mm).

When grout mix designs are submitted, the Engineer will review the mix designs and notify the Contractor as to their acceptability. Do not use grout mix designs until written acceptance has been received. Acceptance of grout mix designs or use of approved packaged grouts does not relieve the Contractor of responsibility to furnish a product that meets the Contract requirements.

Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on a Department project may be accepted for use on other projects.

#### 4.0 SAMPLING AND PLACEMENT

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. Use API RP 13B-1 for field testing grout flow and density of neat cement grout. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

Do not place grout if the grout temperature is less than 50°F (10°C) or more than 90°F (32°C) or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F (4°C).

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes. Place grout before the time between adding the mixing water and placing the grout exceeds that in the table below.

ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature Whichever is Higher	Maximum Elapsed Time	
	No Set Retarding Admixture Used	Set Retarding Admixture Used
90°F (32°C) or above	30 min.	1 hr. 15 min.
80°F (27°C) through 89°F (31°C)	45 min.	1 hr. 30 min.
79°F (26°C) or below	60 min.	1 hr. 45 min.

#### 5.0 MISCELLANEOUS

Comply with Articles 1000-9 through 1000-12 of the *Standard Specifications* to the extent applicable for grout in lieu of concrete.

## **PRESTRESSED CONCRETE MEMBERS**

The 2006 Standard Specifications shall be revised as follows:

**Section 1078-1 - General**, add the following after the second paragraph:

The intent of this section is to require the producer to provide prestressed concrete members that meet the Specifications and exhibit characteristics that are not objectionable to the Department.

### **(A) Producer Qualification**

Producers of precast, prestressed concrete members are required to establish proof of their competency and responsibility in accordance with the Precast/Prestressed Concrete Institute's (PCI) Plant Certification Program in order to perform work for the project. Certification of the manufacturing plant under the PCI program and submission of proof of certification to the State Materials Engineer is required prior to beginning fabrication. Maintain certification at all times while work is being performed for the Department. Submit proof of certification following each PCI audit to the State Materials Engineer for continued qualification. These same requirements apply to producers subcontracting work from the producer directly employed by the Contractor.

Employ producers PCI certified in Product Group B, Bridge Products, and in one of the appropriate categories as listed below:

- B2 Prestressed Miscellaneous Bridge Products: Includes solid piles, sheet piles and bent caps.
- B3 Prestressed Straight-Strand Bridge Members: Includes all box beams, cored slabs, straight-strand girders and bulb-tees, bridge deck panels, hollow piles, prestressed culverts and straight strand segmental components.
- B4 Prestressed Deflected-Strand Bridge Members: Includes deflected strand girders and bulb-tees, haunched girders, deflected strand segmental superstructure components and other post-tensioned elements.

Categories for elements not listed above will be as required by the project special provision or plans.

### **(B) Working Drawing Submittals**

Prior to casting girders, submit complete working drawings to the Engineer for approval. The drawings shall detail the exact location and description of all casting holes, attachments and inserts cast in the member for both temporary and permanent applications. The casting holes, attachments and inserts are in association with, but not limited to: fall protection, overhang falsework, metal stay-in-place forms, solar platforms, temporary girder bracing, transit, erection, lifting and handling. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize all metallic components except stainless steel and malleable iron components. Electroplating will not be allowed.

**Section 1078-7 – Placing Strands, Ties, and Reinforcing Steel**, replace the first paragraph with the following:

Position strands, ties, supports, reinforcing bars of the sizes shown on the plans and bearing plates in accordance with the detailed dimensions shown on the plans and effectively secure against displacement from their correct positions. The use of previously tensioned strands is not permitted. For prestressing strands, do not allow deflections or displacements of any kind between the end anchorages unless shown on the plans. Place the steel reinforcing in final position after tensioning of the strands. Bend all tie wires to the inside of the member so that the ends are farther from the edge than the material tied. Support bottom strands spacings not to exceed 20 feet by supports meeting the requirements of Article 1070-4 or by other approved means. Plastic supports may be used when approved.

**Section 1078-7 – Placing Strands, Ties, and Reinforcing Steel**, replace the third paragraph with the following:

Strand splices are only permitted at the end of a reel and when using a single strand jack. Ensure that the strand lengths to be spliced together have the same lay of wire to avoid unraveling and position the splice so that it does not fall within a member. Do not torch cut the ends of the spliced strand lengths. Cut by shears, abrasive grinders, or other means approved by the Engineer. No more than one strand splice per bed is allowed on an individual strand and the use of previously tensioned strands for splicing is not permitted.

**Section 1078-8 – Tensioning Procedure**, add the following to the beginning of the Section:

A producer quality control representative shall be present during strand tensioning.

**Section 1078-9 – Placing Concrete**, replace the entire Section with the following:

Place concrete in accordance with Article 1077-8 and the additional requirements of this article.

Upon completion of stressing strand, place concrete within a reasonable time to prevent contamination of the strands and reinforcing steel.

Place concrete for girders 54" or less in height, and concrete for all cored slabs and box beams, in 2 or more equal horizontal layers. Place concrete for girders over 54" in height in 3 horizontal layers. When placing concrete in 3 layers locate the top of the first layer approximately at the top of the bottom flange and locate the top of the second layer approximately at the top of the web. To prevent separation of surfaces between layers, do not allow the time between successive placements onto previously placed concrete to exceed 20 minutes, unless the previously placed concrete has not yet stiffened, as evidenced by the continuous effective use of vibration. Should shrinkage or settlement cracks occur, the Engineer reserves the right to require additional layers and/or vibration.

The requirement of the above paragraph may be waived with the permission of the Engineer if self-consolidating concrete is used.

Internal or a combination of internal and external vibration is required as is necessary to produce uniformly dense concrete without honeycomb.

Place concrete in cold weather in accordance with the requirements of Article 420-9.

Place concrete in daylight unless an adequate lighting system meeting the approval of the Engineer is provided.

Do not exceed a temperature of 95°F in the freshly mixed concrete when placed in the forms.

Place the concrete in the bed in one continuous operation, finishing each member before proceeding to the next one. If the pour stops before the concrete in all the members in the bed is placed, start curing immediately. Do not place concrete in any remaining members in that bed setup once curing at elevated temperatures has begun.

When cored slabs and box beams are cast, employ an internal hold-down system to prevent the voids from moving. At least six weeks prior to casting cored slabs or box beams, submit to the Engineer for review and comment, detailed drawings of the proposed void material and hold-down system. In addition to structural details, indicate the location and spacing of the holds-downs. Submit the proposed method of concrete placement and of consolidating the concrete under the void.

**Section 1078-11 – Transfer of Load**, replace the first paragraph with the following:

A producer quality control representative or equivalent qualified personnel shall be present during removal of forms and during transfer of load.

Transfer load from the anchorages to the members when the concrete reaches the required compressive strength shown on the plans. Loosen and remove all formwork in one continuous operation as quickly as possible as soon as release strength is obtained. As soon as the forms are removed, and after the NCDOT Inspector has had a reasonable opportunity to inspect the member, transfer the load from the anchorages to the members as quickly as possible in one continuous operation using the approved detensioning sequence.

**Section 1078-12 – Vertical Cracks in Prestressed Concrete Girders Prior to Detensioning**, replace the entire Section with the following:

This Section addresses prestressed concrete members that have vertical casting cracks prior to strand detensioning. Certain types of these cracks have been determined by the Department to render the girders unacceptable.

Unacceptable cracked members are those with two or more vertical cracks spaced at a distance less than the member depth which extend into the bottom flange. Such members are not considered serviceable and will be rejected. Members with two or more vertical cracks spaced at a distance less than the member depth but do not extend into the bottom flange are subject to an engineering assessment. Such members may not be considered serviceable and may be rejected.

Members with one or more vertical cracks that extend into the bottom flange and are spaced at a distance greater than the member depth are subject to an engineering assessment to determine their acceptability. If this engineering assessment is required, submit, at no additional cost to the Department, a proposal for repairing the member and a structural evaluation of the member prepared by a North Carolina Licensed Professional Engineer. In the structural evaluation, consider the stresses under full service loads had the member not cracked and the effects of localized loss of prestress at the crack as determined by methods acceptable to the Department.

All members, except those defined as unacceptable, which exhibit vertical cracks prior to detensioning, shall receive a 7 day water cure as directed by the Engineer. The water cure shall begin within 4 hours after detensioning the prestressing strands and shall be a minimum of 3'-0" beyond the region exhibiting vertical cracks.

The Department has the final determination regarding acceptability of any members in question.

**Section 1078-13 – Prestressed Concrete Girder Web Splitting**, replace the entire Section with the following:

After detensioning of certain girders with draped strands, cracks occasionally occur in the webs at the ends of the girders. If such cracks occur, employ a method to remedy this condition on all subsequent girders of the same type and strand pattern. If debonding of strands is used, satisfy the following criteria:

(A) Do not debond the two straight strands in the top of the girder. Debond one half of the straight strands, as nearly as possible, in the bottom flange. As nearly as possible, debond one quarter of the straight strands in the bottom of girder 4 feet from each end of the girder and debond one quarter of the straight strands 2 feet from each end of the girder.

(B) Use a debonding pattern that is symmetrical about the vertical axis of the girder.

(C) Debond strands so that the center of gravity of the strands in the bottom of the girder remain within 1" of their original location at the end of the girder.

(D) Debond strands by encasing the strand in a conduit meeting the approval of the Engineer. Conduit may be rigid one-piece or rigid two-piece split sheathing. Do not use flexible conduit or sheathing.

No separate payment is made for debonding strands as payment is included in the contract unit price bid for prestressed concrete girders.

**Section 1078-14 – Handling, Transporting and Storing**, replace the second paragraph with the following:

Store all prestressed members on solid, unyielding, storage blocks in a manner to prevent torsion or objectionable bending. In handling prestressed concrete girders 54" or less in height, including cored slabs and box beams, maintain them in an upright position at all times and pick them up within 5 feet of the points of bearing and transport and store supported only within 3 feet of points of bearing. In handling prestressed concrete girders greater than 54" in height, maintain them in an upright position at all times and submit for approval the proposed method of lifting, transporting, and storing the girders. When requested, provide calculations to confirm girders are not overstressed by such operations.

**Section 1078-15 – Final Finish**, replace the entire Section with the following:

Finish prestressed concrete members that are intended for composite action with subsequently placed concrete or asphalt with a roughened surface for bonding. Make sure that no laitance remains on the surfaces to be bonded.

Rough float the tops of girders. Broom finish the top surface of the cored slab and box beam sections receiving an asphalt overlay. Rake the top surface of cored slab and box beam sections receiving a concrete overlay to a depth of 3/8".

No surface finish is required for sides and bottom of the slab and beam sections except the exposed side of the exterior unit as noted below. Provide a resulting surface finish essentially the same color and surface finish as the surrounding concrete.

Provide a 3/4" chamfer along the bottom edges on ends and sides of all box beam and cored slab sections, top outside edges of exterior sections and acute corners of sections. Round the top edges on ends of all sections with a 1/4" finishing tool. Provide square corners along top edges on all sections along shear keys. Do not chamfer vertical edges at ends of sections.

Fill all voids in the diagonal face of the bottom flange of prestressed concrete girders and the outside face of exterior cored slabs and box beams with a sand-cement or other approved grout. Fill all voids in piles greater than 1/2" in diameter or depth as above. Provide a resulting surface finish essentially the same color and surface finish as the surrounding concrete. Repair voids greater than 1/4" in diameter or depth in other faces of these and other members except piles in a like manner. Where an excessive number of smaller voids exist in any member, the Engineer requires a similar repair.

Repair honeycomb, excessively large fins, and other projections as directed. Submit, at no additional cost to the Department, a proposal for repairing members with honeycomb, cracks, or spalls. Do not repair members containing honeycomb, cracks, or spalls until a repair procedure is approved and the member is inspected by the Engineer. Any appreciable impairment of structural adequacy that cannot be repaired to the satisfaction of the Engineer is cause for rejection.

Clean and fill holes caused by strand hold downs upon removal from the casting bed. Use patches of materials approved by the Engineer that develop strength at least equal to the minimum 28 day strength requirement for the concrete prior to approval of the member. Ensure that members are clean and surfaces have a uniform appearance.

Give the top surface of prestressed concrete panels a raked finish or other approved finish to provide an adequate bond with the cast-in-place concrete. As soon as the condition of the concrete permits, rake the top surface of the concrete making depressions of approximately 1/4". Take care when raking not to catch and pull the coarse aggregate.

Clean reinforcing bars exposed on the tops of girders and exterior cored slabs or box beams of mortar build up and excessive rust.

Apply epoxy protective coating to the ends of prestressed members as noted on the plans.

**Section 1078-16 (A) – Alignment and Dimensional Tolerances**, revise Table 1078-3 “Tolerances for Prestressed Cored Slabs” as follows:

Width - Differential of adjacent spans in the same structure	1/2"
--	------

**Section 1078-16 (B) – Alignment and Dimensional Tolerances**, revise Table 1078-4 “Tolerances for Prestressed Girders” as follows:

Position of holes for diaphragm bolts (K)	±1/4"
---	-------

**Section 1078-16 (F) – Alignment and Dimensional Tolerances**, revise Table 1078-8 “Tolerances for Box Beams” to be consistent with cored slab tolerances as follows:

Width - Any one span	Plan width + 1/8" per joint
Width – Differential of adjacent spans in the same structure	1/2"

**Section 1078-16 – Identification of Members**, revise Section number to the following:

Section 1078-17

**Section 1078-17 – Quality Control**, revise Section number to the following:

Section 1078-18

## CURING CONCRETE (6-12-09)

The 2006 Standard Specifications shall be revised as follows:

Replace the first paragraph of Section **420-15(A) – Curing Concrete – General** with the following:

Unless otherwise specified in the contract, use any of the following methods except for membrane curing compounds on bridge deck and approach slab, or on concrete which is to receive epoxy protective coating in accordance with 420-18. Advise the Engineer in advance of the proposed method. Have all material, equipment, and labor necessary to promptly apply the curing on the site before placing any concrete. Cure all patches in accordance with this article. Improperly cured concrete is considered defective.

Replace the third paragraph of Section **420-15(C) – Curing Concrete – Membrane Curing Compound Method** with the following:

Seal the surface with a single uniform coating of the specified type of curing compound applied at the rate of coverage recommended by the manufacturer or as directed, but not less than 1 gallon per 150 square feet of surface area.

## VERTICAL CONCRETE BARRIER RAIL (1-27-10)

Use Vertical Concrete Barrier Rail in accordance with the concrete barrier rail provisions of Section 460 of the Standard Specifications. Replace references to “concrete barrier rail” with “vertical concrete barrier rail.”

Payment will be made under:

Payment will be made under:

### Pay Item

### Pay Unit

**Vertical Concrete Barrier Rail**

**Linear Feet**

## ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

### Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove **–L–** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

### Division 2

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.



**Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

**Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item \_\_\_\_Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

**Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

**Division 6**

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-***4***.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first ***the***

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first ***and*** and add ***transverse*** just before cross-slope control.

Page 6-51, at the top of the page, add ***610-14*** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be ***which***.

Page 6-66, title, Replace EXISTNG with ***EXISTING***

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with ***hot applied joint sealer***.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<b><i>Hot Applied Joint Sealer</i></b>	<b><i>1028-2</i></b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section ***657***.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with ***hot applied joint sealer***.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to ***50°F***; third paragraph, fourth sentence change 325oF to ***325°F***.

**Division 7**

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

**Division 8**

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

**Division 9**

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

**Division 10**

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17(B)**.

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

**Division 12**

Page 12-21 Add **1266-2** just before the heading MATERIALS.

**Division 14**

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.

**Division 15**

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

**Division 16**

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**END**

## LISTING OF MBE & WBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_  
 MBE Percentage of Total Contract Bid Price \_\_\_\_\_ %  
 \*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_  
 WBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Must have entry even if figure to be entered is zero.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.**

**Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
 Full name of Corporation

\_\_\_\_\_  
 Address as Prequalified

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_

President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
 Print or type Signer's name

\_\_\_\_\_  
 Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
 Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Full Name of Partnership	
Address as Prequalified	
Signature of Witness	By
	Signature of Partner
Print or type Signer's name	Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	Name of Joint Venture
(2)	Name of Contractor
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>
	<div style="width: 45%;"><i>If Corporation, affix Corporate Seal</i></div> <div style="width: 10%; text-align: center;">and</div> <div style="width: 45%;"></div>
(3)	Name of Contractor
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>
	<div style="width: 45%;"><i>If Corporation, affix Corporate Seal</i></div> <div style="width: 10%; text-align: center;">and</div> <div style="width: 45%;"></div>
(4)	Name of Contractor <i>(for 3 Joint Venture only)</i>
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
 Print or type Individual name

\_\_\_\_\_  
 Address as Prequalified

\_\_\_\_\_  
 Signature of Contractor, Individually

\_\_\_\_\_  
 Print or type Signer's Name

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
 Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

## Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

DA00114

**Contract No: DA00114**

**County: Hyde**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Contract Officer

---

Date

Signature Sheet 7 (Bid - Acceptance by Department)  
7/17/90

## North Carolina Department of Transportation BID FORM

WBS Number: 1C.048059

County: Hyde

Description: Replacement Of Bridge #44 On SR 1147 Over Allison Creek In Hyde County

LINE	ITEM #	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0000900000-N	SP	GENERAL MISCELLANEOUS ITEM (DEWATERING)	1	LS		
3	0050000000-E	226	SUPPLEMENTARY CLEARING AND GRUBBING	0.3	ACR		
4	0248000000-N	SP	GENERIC GRADING ITEM (EXCAVATION AND EMBANKMENT)	1	LS		
5	1220000000-E	545	INCIDENTIAL STONE	10	TON		
6	1489000000-E	610	ASPHALT CONC. BASE COURSE, TYPE B25.0B	120	TON		
7	1525000000-E	610	ASPHALT CONC. SURFACE COURSE TYPE SF 9.5A	30	TON		
8	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, TYPE PG 64-22	7	TON		
9	2556000000-E	846	SHOULDER BERM GUTTER	10	LF		
10	2570000000-N	SP	MODIFIED CONCRETE FLUME	2	EA		
11	3165000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-2)	4	EA		
12	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4	EA		
13	4589000000-E	SP	GENERIC TRAFFIC CONTROL ITEM (LUMP SUM)	1	LS		
14	6000000000-E	1605	TEMPORARY SILT FENCE	400	LF		
15	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	10	TON		
16	6012000000-E	1610	SEDIMENT CONTROL STONE	20	TON		
17	6015000000-E	1615	TEMPORARY MULCHING	0.3	ACR		
18	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	150	LB		
19	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON		
20	6029000000-E	SP	SAFETY FENCE	100	LF		
21	6030000000-E	1630	SILT EXCAVATION	10	CY		
22	6036000000-E	1631	MATting FOR EROSION CONTROL	200	SY		
23	6042000000-E	1632	1/4" HARDWARE CLOTH	100	LF		
24	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	125	SY		
25	6071010000-E	SP	WATTLE	60	LF		
26	6084000000-E	1660	SEEDING AND MULCHING	0.18	ACR		
27	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB		
28	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON		
29	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB		
30	6108000000-E	1665	FERTILIZER TOPDRESSING	0.25	TON		
31	6114000000-N	SP	SPECIALIZED HAND MOWING	10	HR		

**BID FORM CONTINUED**

LINE	ITEM #	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
32	6117000000-E	SP	RESPONSE FOR EROSION CONTROL	5	EA		
33	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STA. (14+20.00 -L-)	1	LS		
34	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STA. (14+32.50 -L-)	1	LS		
35	8329000000-E	SP	12" PRESTRESSED CONC. PILES	560	LF		
36	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	200	TON		
37	8622000000-E	876	FILTER FABRIC FOR DRAINAGE	310	SY		
38	8765000000-N	SP	CONSTRUCTION OF SUBSTRUCTURE, STA (14+32.50 -L-)	1	LS		
39	8766000000-N	SP	CONSTRUCTION OF SUPERSTRUCTURE, STA (14+32.50 -L-)	1	LS		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

**FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER, INITIALING AND DATING BELOW.**

Addendum No. \_\_\_\_\_ Initial &amp; Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial &amp; Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial &amp; Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial &amp; Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

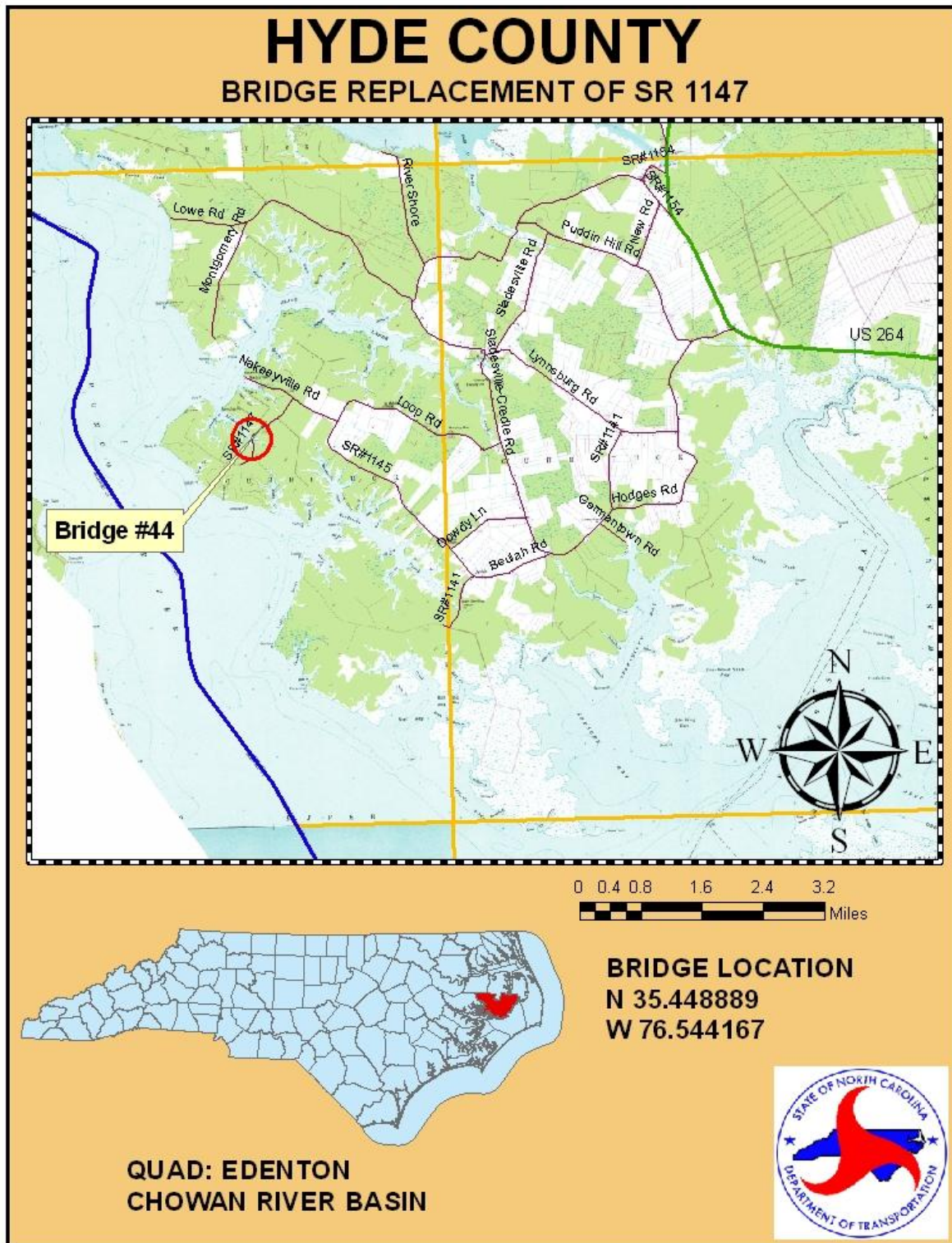
Witness: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY N. C. DEPARTMENT OF TRANSPORTATION**  
*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

Reviewed by: \_\_\_\_\_ DATE \_\_\_\_\_

Accepted by NCDOT: \_\_\_\_\_ DATE \_\_\_\_\_





**GEOTECHNICAL - ATTACHMENT 'A'**

**The following Geotechnical Bore Holes Sections are for information only and are not a part of this contract. This information is for investigation only and no accuracy is implied or guaranteed. No claim will be allowed as a result of the use of this information.**

**PERMIT - ATTACHMENT 'B'**

**PLANS - ATTACHMENT 'C'**